

CORRECTED APPENDICES

to the

AMENDED AND RESTATED TERMINAL OPERATING AGREEMENT

BY AND AMONG

THE GOVERNMENT OF THE U.S. VIRGIN ISLANDS

AND

LIMETREE BAY TERMINALS, LLC

July 2, 2018

Appendix A

Terminal Site and Refinery Site

Terminal / Terminal Site

Terminal Plot No. 4 Over Portions of Estate Blessing, Estate Hope, Estate Jerusalem and Estate Figtree Hill, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 386.444 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Terminal Plot No. 5 Portions of Estate Figtree Hill and Estate Castle Coakley Land, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 33.773 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Road Plot 4-1 (out of Plot 4) Estate Jerusalem and Estate Figtree Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.2255 U.S. acres, more or less, as more fully shown on OLG Drawing No. 5315-A, dated February 20, 2002.

Plot No. 8, Estate Limetree Bay, Reclaimed Land consisting of 0.030 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (LPG Flare)

Terminal Plot No. 9, Estate Limetree Bay, Reclaimed Land, consisting of 197.4471 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 13-A, Estate Limetree Bay, Reclaimed Land, consisting of 2.617 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Refinery / Refinery Site

Refinery Plot No. 1 over portions of **Estates Blessing and Hope**, consisting of 175.1634 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 2 over portions of **Estates Blessing, Hope, and Jerusalem**, consisting of 36.686 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 3 over portions of **Estates Jerusalem, Figtree Hill, and Castle Coakley Land**, consisting of 187.8263 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016. **Plot No. 25, Estate Clifton Hill**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.5108 U.S. acre, more or less, as more fully shown on OLG Drawing No. 1564 dated May 05, 1964.

Plot No. 214, Estate Ruby, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.1914 U.S. acre, more or less, as more fully shown on OLG Drawing No. 4413 dated June 5, 1987.

Plot No. 487-A, Estate Strawberry Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.23 U.S. acre, more or less, as more fully shown on OLG Drawing No. 2733-J dated June 7, 1973, revised September 18, 1997.

Refinery Plot No. 6, Estate Limetree Bay, Reclaimed Land, consisting of 26.7027 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 7, Estate Limetree Bay, Reclaimed Land, consisting of 19.857 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 12, Estate Limetree Bay, Reclaimed Land consisting of 5.8240 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (Flare)

Excluded Land:

Plot No. 10, Estate Limetree Bay, Reclaimed Land, consisting of 18.881 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 11, Estate Limetree Bay, Reclaimed Land, consisting of 19.8975 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Remainder of Plot No. 13, Estate Limetree Bay, Reclaimed Land, consisting of 37.956 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Property Acquired for Closing Payment:

Estate Castle Coakley, including all improvements thereupon

1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
4. **Plot No. 53, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. **Plot No. 5, Estate Caldwell**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Cottage, including all improvements thereupon

7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Option Parcels

Estate Pearl, including all improvements thereupon

1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
5. **Remainder Matr. No. 39-A and 49, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Construction License Area

Plot No. 2, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 25.3493 U.S. acres, more or less, as shown on OLG Drawing No. 3040 dated May 15, 1972.

Rem Plot No. 3, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 23.6678 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Plot No. 3-A, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.00 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Appendix B

List of Claims and Litigations

- *In re HOVENSA LLC*, No. 15-10003 (Bankr.V.I.2015).

Appendix C

NRD Settlement and Release Agreement

[See attached.]

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement" or "Settlement Agreement") is by and among Alicia V. Barnes, Commissioner of the Virgin Islands Department of Planning and Natural Resources, in her capacity as Trustee for Natural Resources of the Territory of the United States Virgin Islands ("Trustee"), and the Government of the Virgin Islands, in its *parens patriae* and public trustee capacities, on behalf of the public and its quasi-sovereign interests ("Government" or "Government of the Virgin Islands"), collectively referred to as the "Plaintiffs," and Hess Oil Virgin Islands Corp., a corporation organized and existing under the laws of the United States Virgin Islands ("HOVIC") and HOVENSA, L.L.C., a limited liability company organized and existing under the laws of the United States Virgin Islands ("HOVENSA"), collectively referred to as "Settling Defendants," all collectively referred to as "Settling Parties" and individually referred to as a "Settling Party."

WHEREAS, on May 5, 2005, the Trustee filed a complaint captioned *Commissioner of the Dep't of Planning and Natural Resources v. Century Alumina Co., et al.*, Civ. No. 2005-0062, against Settling Defendants and St. Croix Renaissance Group, L.L.P., Alcoa World Alumina Company, L.L.C., Lockheed Martin Corporation, St. Croix Alumina, L.L.C., Century Alumina Company, and Virgin Islands Alumina Company, (collectively, the "Alumina Parties") pursuant to the Virgin Islands Water Pollution Control Act, V.I. Code Ann. Tit. 12 § 181 *et seq.* ("VIWPCA"), the Virgin Islands Oil Spill Prevention and Pollution Control Act, V.I. Code Ann. Tit. 12 § 701 *et seq.* ("VIOSPPCA"), common law, and Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA");

WHEREAS, on July 30, 2009, the Trustee and the Government filed an amended complaint against the same parties;

WHEREAS, through the complaint the Trustee and the Government sought injunctive relief, damages, attorneys' fees and costs, and other amounts as may be just and proper relating to pollution or contamination of waters of the Virgin Islands alleged to have resulted from the presence of petroleum, chloride, nutrients, micronutrients, hazardous wastes, solid wastes, and other pollutants generated by or associated with the Refinery Property, as defined below;

WHEREAS, in response to the complaint, HOVIC and HOVENSA brought counterclaims against the Government of the Virgin Islands and a third-party complaint against Virgin Islands Waste Management Authority ("VIWMA");

WHEREAS, all claims pursuant to CERCLA between the Trustee and HOVIC and HOVENSA concerning groundwater damages have been dismissed by rulings of the United States District Court for the Virgin Islands and all claims pursuant to CERCLA concerning marine natural resources have been withdrawn by the Trustee, leaving no CERCLA claims currently pending;

WHEREAS, the Trustee is included in this Settlement Agreement solely to effectuate formal resolution of this litigation and to make clear that there will be no appeals from prior dismissal or voluntary withdrawal of the Trustee's claims; and

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WHEREAS, this Settlement Agreement is entered into voluntarily and applies to and is binding upon the Plaintiffs and upon Settling Defendants, and their successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, and without admitting any liability for any purpose and intending to be legally bound, the Parties agree as follows:

1. Definitions. In addition to the definitions contained in the Preamble and Recitals in this Agreement, whenever the terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply solely for purposes of this Settlement Agreement:

A. "Day" shall mean a calendar day unless expressly stated to be a working day. The term "working day" shall mean a day other than a Saturday, Sunday, Federal holiday or Virgin Islands holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, Federal holiday or Virgin Islands holiday, the period shall run until the close of business of the next working day.

B. "Effective Date" shall mean the date this Settlement Agreement is fully executed by all the parties.

C. "First Payment Date" shall mean a day within two (2) working days after the Effective Date of this Settlement Agreement.

D. "HOVENSA's Real Property, Fixtures and Equipment" shall mean (i) the Refinery Property and all fixtures affixed to the Refinery Property and equipment of any kind located thereon and (ii) any crude oil or refined petroleum products to which any Settling Defendant has title stored in above-ground storage tanks within the Refinery Property.

E. "HOVENSA Sale" shall mean the sale of all or substantially all of the equity ownership units in HOVENSA, itself, to a third party or third parties.

F. "Natural Resources" shall mean land, fish, wildlife, biota, surface water, ground water, drinking water supplies, wetlands, habitats, species, estuarine and marine environments, wildlife and marine sanctuaries, archaeological, cultural, recreational and other biotic resources, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Virgin Islands, singly or jointly with another person or entity.

G. "Pre-Existing Contamination" shall mean discharges of any pollutant, contaminant, hazardous waste, hazardous substance, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive into soil, ground water, marine sediments and/or surface water at the Refinery Property prior to the Effective Date of this Settlement Agreement, and described in documents referenced in Exhibit A. Contamination not

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identified in any such documents is not Pre-Existing Contamination and is outside the scope of the Settlement Agreement.

H. "Refinery Property" shall mean the real property that constitutes the site of the HOVENSA oil refinery facility located at Limetree Bay, St. Croix, United States Virgin Islands including all upland and presently or formerly submerged land owned or leased at any time by HOVIC or HOVENSA.

I. "Refinery Sale" shall mean the sale of some or all of the Refinery Property and or HOVENSA's Real Property, Fixtures and Equipment.

J. "Related Parties" shall mean (i) PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation (f/k/a Amerada Hess Corporation), Petroleos de Venezuela, S.A., and their shareholders, directors, officers and employees, and any other of the Settling Defendants' former or current parent corporations, former or current subsidiary corporations, joint venture partners, predecessor corporations, and members; or (ii) the Settling Defendants' successor and assigns, but only to the extent that the alleged liability of such entity or entities is based on the alleged liability of a Settling Defendant prior to the Effective Date of the Settlement Agreement.

K. "Second Payment Date" shall mean the earlier of (i) December 31, 2014 or (ii) the date of the closing of the Refinery Sale or HOVENSA Sale.

L. "Security Documents" shall mean the documents set forth at Exhibit B hereto.

M. "Total Settlement Value" shall mean \$43,500,000.00.

N. "UCC" shall mean the Uniform Commercial Code as in effect in the Virgin Islands, as it may be amended from time to time and codified at Title 11A of the Virgin Islands Code.

2. **Payments.** Settling Defendants shall pay or cause to be paid to the Government the Total Settlement Value. HOVENSA shall pay \$3,500,000.00 ("First Payment") on or before the First Payment Date by wiring such funds to the account provided by counsel for the Government on or before the Effective Date. HOVENSA shall pay the Government of the Virgin Islands an additional \$40,000,000.00 on the Second Payment Date upon the closing of a Refinery Sale, or if there is no Refinery Sale but a HOVENSA Sale, HOVIC, PDVSA, V.I., Inc. and HOVENSA shall cause the payment of \$40,000,000.00 to the Government on the Second Payment Date. The payment of \$40,000,000.00 is referred to as the "Second Payment" herein. No proceeds from the Refinery Sale and/or HOVENSA Sale shall be paid to Hess Corporation or Petroleos de Venezuela, S.A. prior to the Second Payment being made to the Government. Upon receipt of the wire-transfer(s) of the \$40,000,000.00 to the Government of the Virgin Islands to

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the account (or accounts) that were provided by counsel for the Government on or before the Effective Date, the Government shall release the first priority lien described in Paragraph 3 herein.

3. HOVENSA shall secure all of its obligations hereunder by granting to the Government of the Virgin Islands, on the Effective Date, as defined above, first priority liens on HOVENSA's Real Property, Fixtures, and Equipment located in St. Croix in the amount of \$40,000,000. HOVENSA shall take all actions, and execute all documents necessary, to grant and perfect the first priority liens described herein. A copy of the Security Documents, which include a first priority mortgage, security agreement, and UCC financing statement, are attached hereto as Exhibit B. In providing these first priority liens and entering into this Settlement Agreement, HOVENSA hereby certifies that the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are owned by HOVENSA free and clear and that there are no encumbrances of any kind on its property of any kind, including but not limited to charges, claims, judgments, deeds of trust, community property interests, pledges, conditions, equitable interests, liens (statutory or other), options, security interests, mortgages, easements, encroachments, rights of way, rights of first refusal, or restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership except those held by the Government, the Virgin Islands Waste Management Authority, or Virgin Islands Port Authority.

4. If the Total Settlement Value has not been received by the Government on or before December 31, 2014, the Governor of the Virgin Islands shall have the option, in the Governor's discretion, to either (i) reduce the Second Payment to the amount of the gross proceeds from the Refinery Sale or HOVENSA Sale or (ii) enforce all remedies and exercise all rights available to it under the Security Documents and applicable law, including without limitation the right to foreclose on any or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.

5. **Plaintiffs' Release.** In consideration for the First Payment, Second Payment, and lien described in Paragraph 3, Plaintiffs hereby release HOVENSA, HOVIC, and Related Parties from all claims asserted in and relief, including attorneys' fees and litigation costs, ever sought by Plaintiffs in *Commissioner of the Dep't of Planning and Natural Resources, et al. v. Century Alumina Co., et al.*, Civ. No. 2005-0062 (D.V.I.) ("Civ. No. 2005-0062") with respect to all Pre-Existing Contamination and harm or damage to or loss of natural resources, or limitations on the use or availability of ground water caused by Pre-Existing Contamination resulting from spills, discharges or releases of Contaminants at the Refinery Property prior to the Effective Date.

6. **Plaintiffs' Covenant Not to Sue.** In consideration of the First Payment, Second Payment, and lien described in Paragraph 3, except as specifically provided in Paragraphs 7 and 9, Plaintiffs covenant not to sue or to take other civil or administrative action under Virgin Islands law, common law, or federal law against the Settling Defendants and their Related Parties for response costs, damages, natural resource damages, and/or injunctive relief due to Pre-Existing Contamination. The Plaintiffs' covenants not to sue are conditioned upon the

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satisfactory performance by Settling Defendants of their obligations under this Settlement Agreement.

7. **Reservation of Rights by Plaintiffs.** Notwithstanding any other provision of this Agreement, Plaintiffs reserve, and this Agreement is without prejudice to, all rights against Settling Defendants, their successors, their assigns, future owner(s) and operator(s) of the Refinery Property after the Effective Date, and subsequent owner(s) of HOVENSA with respect to:

- (a) Breach by Settling Defendants of the Settlement Agreement;
- (b) Liability based on a Settling Defendant's transportation, treatment, storage, or active disposal, or the arrangement for the transportation, treatment, storage, or active disposal of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at a location within the USVI other than the Refinery Property, with the exception of placement of dredge spoil in SWMU 27, Lagoon No. 1 Dredge Spoil Area, in compliance with and as identified in RCRA Part B Operating Permit HOVENSA L.L.C.-EPA I.D. # VID980536080, which Lagoon is located on property now or formerly owned by St. Croix Renaissance Group;
- (c) criminal liability that is unrelated to the matters being released by Plaintiffs under this Settlement Agreement;
- (d) liability for violations of federal or territorial laws, regulations, agreements, orders, consent decrees, licenses, and permits that occur after the Effective Date;
- (e) liability arising from future spills, releases or discharges of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date;
- (f) liability arising from off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date and
- (g) liability arising from releases or discharges of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances not within the definition of Pre-Existing Contamination.

The reservation of rights contained in Paragraph 7(f) as to off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any

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petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date does not apply to HOVIC.

8. **Releases and Covenant Not to Sue Plaintiffs by Settling Defendants.** Settling Defendants and their Related Entities covenant not to sue and agree not to assert any claims or causes of action against the Government, the Trustee, the Commissioner, any other agency or instrumentality of the Government, the Virgin Islands Waste Management Authority, the Virgin Islands Port Authority, and any of their directors, officials, officers, and employees with respect to the matters addressed in this Settlement Agreement, including but not limited to any direct or indirect claim regarding Pre-Existing Contamination and/or seeking reimbursement of the costs of complying with this Settlement Agreement. The Settling Defendants and their Related Entities release and forever discharge the Plaintiffs and their directors, officials, officers, and employees from all counterclaims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062. The Settling Defendants release and forever discharge the Virgin Islands Waste Management Authority and its directors, officials, officers, and employees from all third-party claims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062.

9. **Compliance with Laws.** This Settlement Agreement will not in any way affect obligations of HOVENSA and its successors and assigns and any future owner or operator of the refinery operations and/or Refinery Property after the Effective Date of this Agreement to comply with all federal and territorial laws, regulations, agreements, orders, consent decrees, licenses and permits, including but not limited to HOVENSA's ongoing and future obligations pursuant to the federal Resource Conservation and Recovery Act, Virgin Islands Coastal Zone Management Act, Virgin Islands Oil Spill Prevention and Pollution Control Act, federal Clean Water Act, Virgin Islands Water Pollution Control Act, Virgin Islands Water Resources Conservation Act, federal Clean Air Act, Virgin Islands Air Pollution Control Act and the reporting requirements of the Comprehensive Environmental Response, Compensation, and Liability Act. This Settlement Agreement shall not in any way limit or expand the Government of the Virgin Islands' authority with respect to regulating water appropriations by HOVENSA or in any way constitute a waiver of HOVENSA's rights under the Concession Agreement with respect to such authority.

10. **Certification Regarding Pre-Existing Contamination.** By signing this Settlement Agreement, each Settling Defendant certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Government of the Virgin Islands prior to the Effective Date all information known to it and all information in its possession or control which discloses or discusses Pre-Existing Contamination or any past or potential future release of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at or from the Refinery Property. The Parties agree that the full extent and nature of the Pre-Existing Contamination will be based upon data and analysis concerning ground water, surface water or soil contamination contained in documents identified in Exhibit A hereto that describe or contain data concerning contamination at or migrating from the Refinery Property as contaminated ground water or as contaminated surface water, or directly to the marine environment.

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11. **Payments and Liens.** The payments and liens referenced in Paragraphs 2 to 4 above shall be in addition to any payment(s) made or due to the Government pursuant to the Fourth Amendment Agreement, which was ratified by the Legislature of the Virgin Islands (Act 30-0273) on November 4, 2013.

12. **Effect on Third-Parties:Reservation of Defenses.** Except as expressly provided herein, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement with the exception of the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Refinery Property against any person not a Party hereto except the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement.

13. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands.

14. **Notices and Submissions.** Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing in accordance with this Paragraph 14. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, two days after the date of mailing, as follows:

For Virgin Islands:

Vincent F. Frazer, Attorney General, or Successor
Territory of the United States Virgin Islands
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Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802
Tel: 340-774-5666
Fax: 340-774-9710

Alicia Barnes, Commissioner and Trustee, or Successor
U.S. Virgin Islands Department of Planning & Natural Resources
45 Mars Hill
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For Settling Defendants:

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Sloan Schoyer, General Manager
HOVENSA, L.L.C.
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Christiansted, U.S. Virgin Islands 00820-5652

Hess Oil Virgin Islands Corp
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Christiansted, U.S. Virgin Islands 00820-5652

15. **No Admission.** By entering into this Settlement Agreement, the Settling Defendants and Related Parties do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in Civ. No. 2005-0062, nor is their entering into this Settlement Agreement an admission of violation of any law, rule, or regulation, nor shall any statement contained herein be construed to be an admission by the Settling Defendants or Related Parties.

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16. **Further Assurances.** HOVENSA and HOVIC shall take actions as are necessary or as the Government or Trustee may reasonably request from time to time to ensure that the Security Documents are properly executed and enforceable, and the liens granted thereby in the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are perfected in a manner satisfactory to the Government or Trustee, in each case including the execution and delivery of security agreements, financing statements and other documents, the filing or recording of any of the foregoing as requested by the Government and/or the Trustee from time to time. In addition, HOVIC and HOVENSA shall provide all information reasonably requested by the Government related to the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment.

17. **Modifications.** Modifications to this Settlement Agreement may only be made in writing, signed by the Plaintiffs and Settling Defendants.

18. **Authorization to Sign.** Each undersigned representative of a Party certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Party to this document.

19. **Binding and Enforceable.** This Agreement has been duly executed and delivered on behalf of the Party by the appropriate officers of the Party, and constitutes the legal, valid, and binding obligation of the Party, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, and other similar laws applicable to creditors' rights generally.

20. **Stipulation of Dismissal.** Within seven (7) days of the Effective Date the Settling Parties shall submit a stipulation to the District Court of the Virgin Islands, Division of St. Croix dismissing from Case No. 2005-0062 all claims, counterclaims, and third-party claims against each other and the Virgin Islands Waste Management Authority. Dismissal of the action shall be "with prejudice" as of the date of the receipt by the Government of (i) both the First Payment and Second Payment or (ii) the First Payment and the proceeds of the Second Payment realized pursuant to the enforcement of the first priority liens on HOVENSA's Real Property, Fixtures, and Equipment.

21. **Dispute Resolution.** To the extent a dispute arises between the Settling Parties concerning compliance with or interpretation of the terms of this Settlement Agreement, the Settling Party believing that there has been a breach of this Agreement (the "Disputing Party") may notify the other party in writing that the Disputing Party believes a dispute exists as to whether another Settling Party is complying with this Agreement. Once such written notification is provided, the Settling Parties shall engage in informal negotiations for a period of seven (7) calendar days. If the Settling Parties are unable to resolve the dispute informally, the Disputing Party shall notify the other party within five (5) calendar days whether it intends to submit the dispute to arbitration. Once such notice is served, the Disputing Party may submit the dispute to (a) Judge Edward N. Cahn (reL) or (b) any other mutually agreeable arbitrator (in either case, the "Arbitrator"). The Arbitrator shall attempt to evaluate the dispute in as cost-effective and

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prompt a manner as possible. The decision of the Arbitrator shall be binding on the Settling Parties. All costs of dispute resolution (e.g., Arbitrator fees and costs) shall be split equally between Plaintiffs and Settling Defendants, except that the Plaintiffs and Settling Defendants shall bear their own attorneys' fees and costs.

22. **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, negotiations or understandings, both written and oral, which may have related to the subject matter hereof in any way.

23. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.

24. **Descriptive Headings.** The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

25. **Drafting Interpretations.** This Agreement was negotiated by the Settling Parties at arm's length and each of the Settling Parties has had the opportunity to consult with independent legal counsel before signing this Agreement. Therefore, no Settling Party shall maintain that the language of this Agreement should be construed against any other Settling Party.

26. **Counterparts; Facsimile and Scanned Signatures.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and scanned counterpart signatures to this Agreement shall be acceptable and binding.

27. **No Use As Evidence.** This Agreement is the result of a compromise among the Settling Parties and shall never be considered at any time or for any purpose as an admission of liability and/or responsibility on the part of any Party herein released. The payment of any sum of money in consideration for the execution of this Agreement or the absence of any payment shall not constitute, nor be construed as, an admission of any liability whatsoever by any Settling Party herein released. This Agreement shall not be admissible as evidence in any proceeding other than in an action brought by a Settling Party to enforce this Agreement.

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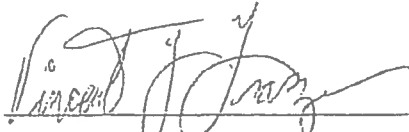
28. **Stipulation and Protective Order.** The Parties agree to comply with Paragraph 18 of the Stipulation and Protective Order Regarding Disclosure of Confidential Information, Dkt. Nos. 799 and 799-1 (September 19, 2011), and Order issued by the District Court of the Virgin Islands, Dkt No. 801 (September 20, 2011). A copy of the Stipulation is attached hereto as Exhibit C.

[SIGNATURE PAGES FOLLOW]


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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Government of the United States Virgin Islands

By:  Date: May 28, 2014
Vincent F. Frazer, Attorney General
Territory of the United States Virgin Islands
488-50C Kronprindsens Gade, GERS Complex
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802

Alicia Barnes, in her capacity as Trustee for
Natural Resources of the United States Virgin Islands

By:  Date: 5/29/2014
Alicia Barnes, Trustee
U.S. Virgin Islands Department of Planning & Natural Resources
5 Mars Hill
Frederiksted, VI 00840-4474

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Hess Oil Virgin Islands Corp.

By: _____

Brian Lever, President
Hess Oil Virgin Islands Corp.
1501 McKinney St
Houston, TX 77010

Date: _____

HOVENSA, L.L.C.

By:  _____

Sloan Schoyer, General Manager
HOVENSA, L.L.C.
1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652

Date: 5/28/14

EXHIBIT A

#	Date	Author	Description	Begin Dates	End Dates	Category
1	7/2/1993	Biopact, Inc.	Benthic Survey of the Well Turning Basin, HOVENSA Refinery at Co's USV.	HOVENA NR00136565	HOVENA NR00328578	Any Dampery Documents
25	12/1/1993	ES&T	HOVENSA LLC Comprehensive Workplan - Area of Concern (AOC) No. 3 Workplan, Groundwater Investigation, Dewatering and Remedial Alternative.	HOVENA NR00172455	HOVENA NR00172475	AOC Reports
26	1/28/2000	ES&T	Comprehensive Investigation and Corrective Measures Workplan - AOC No. 3 (Areas Impacted by Dissolved TATSE and/or Oxygenated Fuel Combustion Plumes)	HOVENA NR00172480	HOVENA NR00172559	AOC Reports
27	1/13/2000	ES&T	HOVENSA Comprehensive Workplan for AOCs 1 and 2	HOVENA NR00450554	HOVENA NR00450621	AOC Reports
28	5/10/2000	ES&T	HOVENSA Refinery Comprehensive Investigation and Corrective Measures Study - Crystallizer for AOC 3	HOVENA NR0044846, 54015710	HOVENA NR0044871, 55015755	AOC Reports
29	5/11/2000	ES&T	Revised Corrective Measures Study, CMT Workplan for AOC 1 and 2	HOVENA NR00144714	HOVENA NR00144762	AOC Reports
30	6/1/2000	ES&T	HOVENSA AOC Corrective Measures Study - Status Report for AOC 3	HOVENA NR0049314, 55028292	HOVENA NR0049440, 55028316	AOC Reports
31	6/15/2000	ES&T	HOVENSA Refinery Comprehensive Investigation and Corrective Measures Study Workplan for AOC 3	HOVENA NR004756, 55015368	HOVENA NR0048411, 55015356	AOC Reports
32	11/7/2000	SCA	Administrative Order on Consent (OAC) for AOC 2 (2001-2001)	Not Dates Stamped		AOC Reports
33	11/29/2000	ES&T	HOVENSA KCM and CMT Status Report, AOC 3 prepared for the USEPA	HOVENA NR00172078	HOVENA NR00172155	AOC Reports
34	1/30/2001	ES&T	HOVENSA CMT and CMT Status Report, AOC 3 prepared for the USEPA	HOVENA NR00172016	HOVENA NR00172077	AOC Reports
35	6/29/2001	ES&T	HOVENSA KCM and CMT Status Report, AOC 3 prepared for the USEPA	HOVENA NR00172156	HOVENA NR00172271	AOC Reports
36	9/29/2001	ES&T	HOVENSA KCM and CMT Status Report, AOC 3 prepared for the USEPA	HOVENA NR00171897	HOVENA NR00172035	AOC Reports
37	9/28/2001	ES&T	HOVENSA Refinery Comprehensive Investigation and Corrective Measures Study Workplan for AOC 3	HOVENA NR005085, 55055333	HOVENA NR005095141, 55055389	AOC Reports
38	11/11/2001	ES&T	HOVENSA Interim Corrective Measures (ICM) and Corrective Measures Study, (CMT) Status Report, AOC 3	HOVENA NR00159227	HOVENA NR00159270	AOC Reports
39	11/26/2001	ES&T	Defining of Potential Contaminants of Concern and Methodologies to Assess Risk for AOC 3	HOVENA NR00164002	HOVENA NR00164083	AOC Reports
40	12/21/2001	ES&T	HOVENSA LLC ICM and CMT Status Report for AOC 3	HOVENA NR005023, 55055061	HOVENA NR00505084, 55055122	AOC Reports
41	1/28/2002	ES&T	HOVENSA KCM and CMT Status Report, AOC 3 prepared for the USEPA	HOVENA NR00159280	HOVENA NR00159331	AOC Reports
42	3/20/2002	ES&T	HOVENSA KCM and CMT Status Report, AOC 3 prepared for the USEPA	HOVENA NR00159305	HOVENA NR00159459	AOC Reports

Exhibit A

No	Date	Author	Description	Begin Date	End Date	Category
43	11/30/2002	ES&T	Delineation and Evaluation of Human Health Risk Based Remedial Action Areas (RAAs) for ADC 2	HQV-NR00475700	HQV-NR00475715	AOC Reports
44	11/30/2002	ES&T	Delineation and Evaluation of Human Health Risk Based Remedial Action Areas (RAAs) for ADC 2	HQV-NR00475716	HQV-NR00475723	AOC Reports
45	12/23/2002	ES&T	HQVETSA CM and CMS Status Report: ADC 3, prepared for the USEPA	HQV-NR0152460	HQV-NR01524630	AOC Reports
46	3/24/2003	ES&T	Ecological Risk Assessment for ADCs 1, 2 and 3 at the HQVETSA Refinery	HQV-NR0339357	HQV-NR03393515	AOC Reports
47	3/28/2003	ES&T	HQVETSA CM and CMS Status Report: ADC 3 prepared for the USEPA	HQV-NR0159511	HQV-NR01595155	AOC Reports
48	6/10/2003	ES&T	HQVETSA CM and CMS Status Report: ADC 3, prepared for the USEPA	HQV-NR0159561	HQV-NR01595745	AOC Reports
49	9/30/2003	ES&T	HQVETSA CM and CMS Status Report: ADC 3 prepared for the USEPA	HQV-NR01595746	HQV-NR01595745	AOC Reports
50	12/31/2003	ES&T	HQVETSA CM and CMS Status Report: ADC 3 prepared for the USEPA	HQV-NR01595756	HQV-NR01595843	AOC Reports
51	3/31/2004	ES&T	HQVETSA CM and CMS Status Report: ADC 3 prepared for the USEPA	HQV-NR01595849	HQV-NR01595912	AOC Reports
52	5/14/2004	ES&T	Ecological Risk Assessment for ADCs 1, 2 and 3 at the HQVETSA Refinery, Final Report	HQV-NR03393500	HQV-NR033935171	AOC Reports
53	07/01/2004	ES&T	HQVETSA CM and CMS Status Report: ADC 3 prepared for the USEPA	HQV-NR01595847	HQV-NR01595861	AOC Reports
54	11/30/2004	ES&T	Final CMS Report for ADCs 1, 2 and 3	HQV-NR01595861	HQV-NR01595863	AOC Reports
55	3/2/2005	ES&T	Final CMS Report for ADCs 1, 2 and 3	HQV-NR01595863	HQV-NR01595863	AOC Reports
56	3/2/2005	ES&T	Response to USEPA Comments re HQVETSA's final CMS Report for ADCs 1, 2, and 3	HQV-NR01595863	HQV-NR01595863	AOC Reports
57	3/12/2005	ES&T	Site-Wide Model and Risk Assessment Status Update and Certification, prepared for HQVETSA	HQV-NR0012081	HQV-NR0012085	AOC Reports
58	12/17/2005	ES&T	Revised CM Workplan for ADCs 1, 2 and 3	HQV-NR0016767	HQV-NR00167927	AOC Reports
59	10/12/2007	ES&T	CM Workplan for ADCs 1, 2 and 3	HQV-NR00450624	HQV-NR00450755	AOC Reports
60	11/21/2007	ES&T	CM Workplan for ADCs 1, 2 and 3	HQV-NR00366744	HQV-NR00366945	AOC Reports
61	12/15/2008	ES&T	CM Workplan for ADCs 1, 2 and 3	HQV-NR00366877	HQV-NR00366743	AOC Reports
62	3/12/2009	ES&T	Site-Wide Model Risk Assessment Status Update and Certification	HQV-NR00150021	HQV-NR00150181	AOC Reports
63	7/21/2009	ES&T	CM Workplan for ADCs 1, 2 and 3	HQV-NR00365215	HQV-NR00365263	AOC Reports

EXHIBIT A

No	Date	Author	Description	Begin Date	End Date	Category
90	8/25/1997	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Hess, with attached GC results for sample points G15, G16, G17, and G18	HOVIC-NR00020201	HOVIC-NR00020204	Gene Schmidt Documents
92	12/5/1997	Gene W. Schmidt	Fingerprint Analysis for SWM1135 and Firelighting Training Area Hydrocarbon Samples	HOVIC-NR000261495	HOVIC-NR000261497	Gene Schmidt Documents
93	1/5/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Hess, re: Hydrocarbon	HOVIC-NR000491126	HOVIC-NR000491293	Gene Schmidt Documents
94	5/4/1998	Gene W. Schmidt	Fingerprint Analysis, HOVIC	HOVIC-NR00048431	HOVIC-NR00048437	Gene Schmidt Documents
95	5/4/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Hess, re: Hydrocarbon	HOVIC-NR000491181	HOVIC-NR000491223	Gene Schmidt Documents
96	6/2/1998	Gene W. Schmidt	Fax to Dan Grable, HOVIC re: Wells 253, 254, RW12, RW17, 22 and 449 and Tanks 7426, 7423, and 7422 with attached GC's	HOVIC-NR000491156	HOVIC-NR000491185	Gene Schmidt Documents
97	6/2/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC, re: Liquid Hydrocarbon Samples Collected in June 1998	HOVIC-NR000491146	HOVIC-NR000491149	Gene Schmidt Documents
98	6/26/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC re: Liquid Hydrocarbon Samples Collected in June, 1998 with attached GC's	HOVIC-NR000491067	HOVIC-NR000491151	Gene Schmidt Documents
99	7/12/1998	Gene W. Schmidt	Fax to Steve Freeman, Amerasia Hess, re: HOVIC well	HOVIC-NR000491070	HOVIC-NR000491075	Gene Schmidt Documents
100	7/22/1998	Gene W. Schmidt	Fax to Dan Grable, HOVIC re: Well 541, Estate Figure with attached GC's	HOVIC-NR000491050	HOVIC-NR000491065	Gene Schmidt Documents
101	8/11/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC re: 45 BT Electrical Manhole Sample with attached GC's	HOVIC-NR000491025	HOVIC-NR000491046	Gene Schmidt Documents
102	8/26/1998	Gene W. Schmidt	Fax to Dan Grable, HOVIC, re: West Dixon Pond Hydrocarbon Sample with attached GC results	HOVIC-NR000491080	HOVIC-NR000491161	Gene Schmidt Documents
103						
104	11/20/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC re: Wells 550, C1234, 105, 155, 430, and 524 with attached GC's	HOVIC-NR000491052	HOVIC-NR000491072	Gene Schmidt Documents
105	12/2/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC re: Wells 254, 461, 56A, RW12, 450, 433, 71, 429, 514, and 538 with attached GC's	HOVIC-NR000491021	HOVIC-NR000491051	Gene Schmidt Documents
106	12/11/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC re: VER 3810 Gas Chromatograms	HOVIC-NR000491098	HOVIC-NR000491171	Gene Schmidt Documents
107	12/29/1998	Gene W. Schmidt	Fax to Carey Cunningham, HOVIC re: Fingerprint Analysis	HOVIC-NR000448176	HOVIC-NR000448401	Gene Schmidt Documents
108	1/19/1999	Gene W. Schmidt	Estate Figure Area with attached GC results	HOVIC-NR000430633	HOVIC-NR000430554	Gene Schmidt Documents
109			Letter to Kathleen Antoine, HOVIC re: Wells 271, 465, 466, 472, 543, 544, and 555A			
110	10/25/1999	Gene W. Schmidt	Letter to Kathleen Antoine, HOVIC re: Wells 1641, 1543, 204, and RW2	HOVIC-NR000300450	HOVIC-NR000300466	Gene Schmidt Documents

EXHIBIT A

No	Date	Author	Description	Begin Date	End Date	Category
110	3/6/2001	Gene W. Schmidt	Letter to Donald Birk, HOVENSA, re Wells 517, 527 and 529 and Tank 7519 with attached GCs	GW5-VI-0003218	GW5-VI-0003243	Gene Schmidt Documents
111	5/8/2001	Gene W. Schmidt	Fax to Donald Birk, HOVENSA, re Wells 140, 442, 556, 563 and 564 with attached GCs	GW5-VI-0003585	GW5-VI-0003597	Gene Schmidt Documents
112	8/14/2002	Gene W. Schmidt	Letter to Steve Freeman, Amerada Hess, re Wells VW 31 and VW 32 with attached GCs	GW5-VI-0001105	GW5-VI-0001127	Gene Schmidt Documents
113	2/7/2003	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re Wells 58A, 69 and 154 with attached GCs	GW5-VI-0001079	GW5-VI-0001104	Gene Schmidt Documents
114	1/31/2003	Gene W. Schmidt	Letter to David Waterson, HOVENSA, with attached GC results for SWMU 27 area	HOV-HRD0359287	HOV-HRD0352097	Gene Schmidt Documents
115	8/20/2004	Gene W. Schmidt	Fax to David Bennett, ES&T re GC results for SWMU 27 area	HOV-HRD0346043	HOV-HRD0346063	Gene Schmidt Documents
116	8/29/2004	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re Wells 53A, 69 and 154 with attached GCs	GW5-VI-0000908	GW5-VI-0000927	Gene Schmidt Documents
117	10/13/2004	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re Wells 71, 115B, and 422 with attached GCs	GW5-VI-0000779	GW5-VI-0000796	Gene Schmidt Documents
118	6/23/2005	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re Well 66H and Release 2084 with attached GCs	HOV-HRD0345168	HOV-HRD0345174	Gene Schmidt Documents
119	11/30/2005	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re Well 424	GW5-VI-0000731	GW5-VI-0000742	Gene Schmidt Documents
120	4/8/2006	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re HOVENSA 50307	GW5-VI-0003654	GW5-VI-0003702	Gene Schmidt Documents
121	3/21/2007	Gene W. Schmidt	Fax to Steve Freeman, Hess, re 31 Field Accumulator fingerprinting with attached GCs	HOV-HRD0354470	HOV-HRD0354475	Gene Schmidt Documents
122	12/7/2007	Gene W. Schmidt	Fax to David Waterson, HOVENSA, with attached GC results for Well VW109	HOV-HRD0401568	HOV-HRD0401576	Gene Schmidt Documents
123	6/23/2008	Gene W. Schmidt	Fax to David Waterson, HOVENSA, re Well 223 with attached GCs	HOV-HRD0343932	HOV-HRD0343962	Gene Schmidt Documents
124	7/14/2008	Gene W. Schmidt	Letter to David Waterson, HOVENSA, with attached GC results for Well 223 and Tank 7323	HOV-HRD0346027	HOV-HRD0346034	Gene Schmidt Documents
125						
126	7/14/2009	Gene W. Schmidt	Letter to David Waterson, HOVENSA, with attached GC results for Wells 409, 540, and 552	HOV-HRD0198474	HOV-HRD0198512	Gene Schmidt Documents
127	8/26/1998	Arthur D. Little	HOVIC Baseline Evaluation re HOVIC	HOVIC-HRD0115278	HOVIC-HRD0116140	Other
171						
175	11/9/1983	HOVIC	SPCC Plan	HOVIC-HRD0309187	HOVIC-HRD0309249	Other Reports
176	11/7/1988	HOVIC	SPCC Plan	HOVIC-HRD0184895	HOVIC-HRD0184955	Other Reports
177	1/1/1998	Engineering Science	Summary Report re: the Subsurface Hydrocarbon Recovery Program	SS104996	SS105240	Other Reports
178	6/1/1983	HOVIC	SPCC Plan	HOVIC-HRD012457	HOVIC-HRD012529	Other Reports

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No.	Date	Author	Description	Begin Date	End Date	Category
155	11/29/1992	EMS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 9/1992-10/1992	HOVIC-NRDO109152	HOVIC-NRDO109193	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
156	11/29/1992	EMS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 11/20/1992	HOVIC-NRDO109159	HOVIC-NRDO109193	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
157	4/26/1993	The Advent Group, Inc.	Comprehensive RI Report	HOVIC-NRDO110657	HOVIC-NRDO117175	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
158	9/30/1993	HOVIC	Revised RCRA Facility Investigations Report	HOVIC-NRDO114935	HOVIC-NRDO115377	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
159	12/29/1994	HOVIC	HOVIC Subsurface Storage and External Leaks Report	HOVIC-NRDO116934	HOVIC-NRDO117067	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
160	4/29/1994	EMS Environmental, Inc.	DRAFT Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report	HOVIC-NRDO112475	HOVIC-NRDO113591	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
161	5/3/1994	EMS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations	HOVIC-NRDO129013	HOVIC-NRDO129154	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
162	12/30/1994	HOVIC	Comprehensive Final RI Report	HOVIC-NRDO125935	HOVIC-NRDO125945	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
163	3/2/1995	ES&T	Water Flow and Dissolved Phase Hydrocarbon Modeling at the HOVIC Refinery, St. Louis	HOVIC-NRDO13515	HOVIC-NRDO135102	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
164	6/1/1995	ES&T	HOVIC Water Flow and Free Phase Hydrocarbon Analysis to the Vicinity of Lagoon East and Landfill II	HOVIC-NRDO138230	HOVIC-NRDO138744	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
165	8/11/1995	HOVIC	RI Workplan	HOVIC-NRDO139619	HOVIC-NRDO139601	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
166	8/11/1995	Drew Hillingame, HOVIC	Letter to Andrew Belina, EPA re: Response to EPA's June 23, 1995 Review Letter 12/30/94 Comprehensive Final RCRA Facility Investigation (RI) Report	HOVIC-NRDO111450	HOVIC-NRDO111490	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

Exhibit A

No	Date	Author	Description	Begin Dates	End Dates	Category
207	8/27/1995	Andrew Bellini, EPA	Letter to Drew Fungame, HCVIC re Landfill 1 - Aerial Outside Source Demonstration Report, SWMU #18, Bundle Wash Area - RFI Workplan for Groundwater Investigation	HCVIC-HR00117902	HCVIC-HR00117903	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
208	11/15/1995	Drew Fungame, HCVIC	Letter to Andrew Bellini, EPA, re: Resubmit to FFW's September 27, 1995 review letter. Landfill 1 - Aerial Outside Source Demonstration Report, SWMU #18, Bundle Wash Area - RFI Workplan for Groundwater	HCVIC-HR00117952	HCVIC-HR00117953	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
209	3/1/1996	HCVIC	RCRA Facility Investigation RFI Workplan for Solid Waste Management Unit No. 22 (SWMU 22)	HCVIC-HR00117954	HCVIC-HR00117957	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
210	3/27/1996		Bi-monthly Progress Report, RCRA Facility Investigations	HCVIC-HR00117958	HCVIC-HR00117960	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
211	4/23/1996	HCVIC	HCVIC - RCRA Facility Investigation RFI Workplan for Solid Waste Management Unit No. 27 (SWMU 27) - E12006	HCVIC-HR00117962	HCVIC-HR00117964	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
212	4/25/1996	Andrew Bellini, EPA	Letter to Drew Fungame, HCVIC re: EPA comments on RFI Status Report for SWMUs 14, 16, 21, and 22 and RFI Workplan for SWMU 22	HCVIC-HR00117960	HCVIC-HR00117967	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
213	6/1/1996	Foster Wheeler (Institute of the City)	Bi-monthly Progress Report, RCRA Facility Investigations	HCVIC-HR00117968	HCVIC-HR00117969	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
214	6/17/1996	HCVIC	Letter enclosing assessment, installation, workplan for Landfills 1 and 2	HCVIC-HR00117969	HCVIC-HR00117970	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
215	8/13/1996	HCVIC	Bi-monthly Progress Report, RCRA Facility Investigations	HCVIC-HR00117979	HCVIC-HR00117983	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
216	10/9/1996	Terrence C. Persad, EPA	Letter to Terrence C. Persad, HCVIC, re: RFI Bi-monthly reports for April-July 1996 and Proposed Final Corrective Measures for SWMUs 1, 15, and 21	HCVIC-HR00117985	HCVIC-HR00117988	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
217	10/25/1996	HCVIC	A Memorandum to the August 30, 1996 interim Status Groundwater Quality Assessment Report, for the impoundments 1 & 2 (Lagoon West)	HCVIC-HR00117987	HCVIC-HR00117989	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
218	11/1/1996	ES&T	Preliminary Analysis of Recovery Trenches in the Lagoon East Area, Final Report	HCVIC-HR00117989	HCVIC-HR00117990	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports

Exhibit A

No	Date	Author	Description	Begin Dates	End Dates	Category
219	11/25/1996	ES&T	Final Report: Water Flow and Free Phase Hydrocarbon Analysis in the West Refinery Area	HQVIR000453786	HQVIR000453971	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
220	11/9/1996	Foster Wheeler Environmental Corp	Bimonthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 10/1996-11/1996	HQVIR00082163	HQVIR00082202	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
221	11/1/1997	HQVIR	Mess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 10 - Bunker Wash Area And SWMU 21 - Flare No. 3 Low Point Drain Area January 7, 1997	HQVIR000051982	HQVIR000052378	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
222	11/1/1997	HQVIR	Mess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report for SWMU 16 - Bunker Wash Area and SWMU 21 - Flare No. 3 Low Point Drain Area	HQVIR000116403	HQVIR000116699	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
223	11/14/1997	Foster Wheeler Environmental Corp	Bimonthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 12/1996-01/1997	HQVIR000101011293	HQVIR000101031351	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
224	11/28/1997	Environmental Systems & Technologies, Inc. (ES&T)	Final Report: Water Flow and Free Phase Hydrocarbon Analysis in the East Refinery Area	HQVIR0004051236	HQVIR0004052498	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
225	12/14/1997	HQVIR	Mess Oil Virgin Island Corporation (HOVIC) SWMU 22 RCRA Facility Investigation Final Report	HQVIR0000123401	HQVIR0000123667	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
226	12/13/1997	Foster Wheeler Environmental Corp	Bimonthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 2/1997-3/1997	HQVIR0001010103	HQVIR00010104168	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
227	6/30/1997	Foster Wheeler Environmental Corp	Bimonthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 04/1997-05/1997	HQVIR000101011352	HQVIR000101021503	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
228	8/30/1997	Foster Wheeler Environmental Corp	Bimonthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 06/1997-07/1997	HQVIR000101011502	HQVIR000101021781	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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no	Date	Author	Description	Begin Date	End Date	Category
219	10/15/1997	HQV/C	Hess Oil Virgin Island Corporation (HQV/C) RCRA Facility Investigation Draft Final Report For SWMU 26 Fire Fighting Training Area And Associated Water Underflow Sump October 15, 1997	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
220	10/15/1997		Hess Oil Virgin Island Corporation (HQV/C) RCRA Facility Investigation Draft Final Report For SWMU 26 Fire Fighting Training Area And Associated Water Underflow Sump October 15, 1997	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
231	10/11/1997	Forster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 06/1997-09/1997	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
232	10/11/1997	Forster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1997-11/1997	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
233	12/24/1998	Forster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1997-1/1998	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
234	4/14/1998	HQV/C	Hess Oil Virgin Island Corporation (HQV/C) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 1 Area Northern Drainage Ditch April 14, 1998	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
235	4/14/1998	HQV/C	Hess Oil Virgin Island Corporation (HQV/C) RCRA Facility Investigation Draft Final Report For SWMU 25 Construction Debris Runoff Area April 14, 1998 HQD03100000	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
236	4/18/1998	HQV/C	Hess Oil Virgin Island Corporation (HQV/C) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 1 Area Northern Drainage Ditch April 18, 1998	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
237	4/24/1998	HQV/C	Hess Oil Virgin Island Corporation (HQV/C) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 2 Area Northern Drainage Ditch April 24, 1998	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
238	4/30/1998	Forster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 04/1998-05/1998	HQV/C HQD03100000	HQV/C HQD0172569	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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238	5/25/1998	Foster Wheeler Environmental Corp.	Draft Final RI Report for SWMU 27 (Dredge Spoil Area)	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
240	8/30/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1998-8/1998	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
241	8/31/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1998-8/1998	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
242	10/5/1998	HQV/C	Final RCRA Facility Assessment Report and Workplan and CMI Workplan	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
243	10/5/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1998-8/1998	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
244	10/30/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1998-8/1998	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
245	11/16/1998	PA	Letter to HVE/NSA, re: Draft Final RI Report for SWMUs 24, 25, and 26	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
246	11/15/1998	EF&T	Letter enclosing Revised Site Wide Conceptual Model Design Report, HVE/NSA Site Wide Groundwater Phase Separated Hydrocarbon (PWH) Divided Phase Hydrocarbon (DPH) Model	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
247	11/11/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1998-11/1998	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
248	2/26/1999	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1998-01/1999	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
249	3/27/1999	HVE/NSA	Letter enclosing Revised CMI Workplan for SWMU 29	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
250	4/30/1999	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 01/1999-03/1999	HQV/C16116/01443	HQV/C161116/014615	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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251	8/1/1999	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1999-7/1999	HQV-NR00130152	HQV-NR00130163	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
252	10/29/1999	Foster Wheeler Environmental Corp.	5-Monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1999-9/1999	HQV-NR00463842	HQV-NR00463853	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
253	12/23/1999	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1999-11/1999	HQV-NR00463561	HQV-NR00463583	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
254	2/28/2000	IT Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1999-31/1999	HQV-ENSA1013461001864	HQV-ENSA1013461001861	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
255	3/23/2000	ES&T	HQV-ENSA Site Wide Non-hazardous Model Development, Final Report	HQV-NR00133066	HQV-NR00143135	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
256	4/11/2000	HQV-ENSA	Final Corrective Measures Study (CMS) Report SWMU 4 - Construction Landfill No. 3	HQV-NR00173344	HQV-NR00171611	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
257	4/28/2000	IT Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 1/2000-4/2000	HQV-ENSA3013461001006	HQV-ENSA3013461001017	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
258	6/30/2000	IT Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2000-5/2000	HQV-ENSA30134610011130	HQV-ENSA30134610011257	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
259	8/11/2000	HQV-ENSA	Final Final Corrective Measures Implementation (CFI) Report SWMU 14 RCRA Facility Investigation	HQV-NR00169714	HQV-NR00169751	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
260	8/31/2000	IT Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2000-7/2000	HQV-NR00452283	HQV-NR00452122	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
261	9/2/2000	HQV-ENSA	Corrective Measures Study (CMS) Workplan SWMU 2 RCRA Facility Investigation	HQV-NR00163791	HQV-NR00163829	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
262	9/18/2000	HQV-ENSA	Final Corrective Measures Study (CMS) Report SWMU 1 - Construction Landfill No. 3	HQV-NR00170642	HQV-NR00170883	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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263	3/16/2000	HQV/ENSA	Final Corrective Measures Study (CMS) Report, Volume 1 Construction and No. 1	HQV-NRDC171633	HQV-NRDC171865	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
264	10/11/2000	ENVS Environmental Corp	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2000-9/2000	HQV-NRDC452403	HQV-NRDC452630	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
265	12/19/2000	ENVS Environmental Corp	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2000-11/2000	HQV/ENSA300845)001268	HQV/ENSA300845)001403	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
266	2/28/2001	ENVS Environmental Corp	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2000-1/2001	HQV-NRDC452332	HQV-NRDC452382	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
267	4/30/2001	ENVS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 2/2001-3/2001	HQV-NRDC451872	HQV-NRDC452012	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
268	6/29/2001	ENVS Environmental, Inc	Quarterly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2001-5/2001	55112735	55112852	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
269	10/1/2001	HQV/ENSA	SAHU 25 and 26 Remedial Corrective Measures Study Workplan	HQV-NRDC177912	HQV-NRDC177857	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
270	8/17/2001	HQV/ENSA	Revised CMS Workplan for Sahuks 25 and 26 (CMAA 2)	HQV-NRDC205555	HQV-NRDC209571	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
271	8/30/2001	ENVS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2001-7/2001	HQV-NRDC177682	HQV-NRDC212797	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
272	9/30/2001	ENSA	HQV/ENSA Final Report, Site-Wide Model Dissolved Phase Transport Model Development	HQV-NRDC43805	HQV-NRDC0113862	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
273	10/11/2001	ENVS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2001-9/2001	HQV/NRDC171750	HQV/NRDC171885	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
274	12/11/2001	ENVS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2001-11/2001	HQV-NRDC212794	HQV-NRDC212885	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
275	2/28/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/12/2001-03/2002	HQV-NR00369812	HQV-NR00369389	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
276	2/28/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2001-01/2002	HQV-NR00371592	HQV-NR00372573	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
277	4/30/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/2002-03/2002	HQV-NR00369451	HQV-NR00369654	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
278	6/30/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2002-05/2002	HQV-NR00369816	HQV-NR00369816001267	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
279	8/31/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2002-07/2002	HQV-NR00371601	HQV-NR00371723	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
280	10/31/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2002-9/2002	HQV-NR00351273	HQV-NR00451126	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
281	12/31/2002	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2002-11/2002	55074742	55074881	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
282	6/15/2003	St. Croix Alumina Recovery Group	Quarterly Phase Separation Process Optimization (QPO) 1 and 2 Phase Review (Individuals Conducted QPOs) Progress Report, 6/15/2003	HQV-NR00369998	HQV-NR00369999	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
283	10/31/2003	EHS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2003-9/2003	55074982	55075018	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
284	11/27/2003	HQV/NSA	Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-NR00369966	HQV-NR00369994	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
285	11/25/2003	HQV/NSA	Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-NR00371306	HQV-NR00371343	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
286	1/30/2004	HQV/NSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-NR00369995	HQV-NR00370018	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports

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287	11/19/2004	EMS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 11/2003-11/2004	HOV-HRC0231955	HOV-HRC0233951	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
288	3/1/2004	HOVENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-HRC0163830	HOV-HRC0164051	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
289	3/1/2004	HOVENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-HRC0191105	HOV-HRC0191204	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
290	3/17/2004	HOVENSA	Interim Corrective Measures (ICM) Status Report for SWMU 27	HOV-HRC0101321	HOV-HRC0101383	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
291	4/19/2004	EMS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/2004-03/2004	HOV-HRC0233964	HOV-HRC0234047	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
292	6/10/2004	EMS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2004-5/2004	HOV-HRC0233727	HOV-HRC0233829	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
293	7/16/2004	ES&T	Phase 1 Screening Level Ecological Risk Assessment for SWMU 27	HOV-HRC0137686	HOV-HRC0137811	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
294	8/30/2004	EMS Environmental, Inc	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 05/2004-07/2004	HOV-HRC0232047	HOV-HRC0232128	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
295	7/21/2005	Environ, Inc	Phase 2 Screening Level Ecological Risk Assessment for SWMU 27	HOV-HRC0177354	HOV-HRC0178076	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
296	09/29/2005	Timothy Gordon, EPA	Letter to Kathleen Antoine, HOVENSA re: Final CMS Report for SWMU 27	ES&T-HRD_0014515	ES&T-HRD_0014622	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
297	12/16/2005	HOVENSA	CMS Final Report for SWMU 2	HOV-HRC0156620	HOV-HRC0156823	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
298	12/13/2005	HOVENSA	CMS Final Report for SWMU 4	HOV-HRC0170912	HOV-HRC0171156	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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299	7/1/2006	HQVEHSA	Clean Closure Report for Surface Impoundments 1 and 2	HQV-NR00100621	HQV-NR00107003	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
300	7/31/2006	HQVEHSA	Letter endorsing Clean Closure Report for Surface Impoundment 1	HQV-NR00107004	HQV-NR00108753	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
301	8/23/2008	ES&T	Status of RCRA Groundwater Sampling for Surface Water Impoundments 1, 2, and 3	HQV-NR00124704	HQV-NR00117339	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
302	4/1/2007	HQVEHSA	HQVEHSA RCRA Corrective Actions and SWMU Summary	HQV-NR00283524	HQV-NR00283553	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
303	11/22/2010	Groundwater and Environmental Services, Inc. (GES)	Letter endorsing HQVEHSA Container Storage Area (CSA) Closure Certification Request, 11/2009	HQV-NR00366813	HQV-NR00361010	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
304	11/22/2010	HQVEHSA	HQVEHSA RCRA Corrective Actions and SWMU Summary	HQV-NR00360924	HQV-NR00360928	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
305	12/27/2010	HQVEHSA	Petition for "Corrective Action Complete with Consent" for SWMUs 9, 10, and 11 (Surface Impoundments 1, 2, and 3, respectively)	HQV-NR00123411	HQV-NR00123641	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
306	5/12/2010	ES&T	Petition for Corrective Action Complete with Consent for SWMUs 9, 10, and 11 (Surface Impoundments 1, 2, and 3, respectively)	HQV-NR00127248	HQV-NR00127255	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
307	7/31/2012	Groundwater and Environmental Services, Inc. (GES)	HQVEHSA RCRA Corrective Actions and SWMU Summary	HQV-NR003506194	HQV-NR00352726	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
308	9/14/2012	Groundwater and Environmental Services, Inc. (GES)	Letter endorsing Revised CMA Workplan for SWMU 22 (Surface Impoundment 3/Landfarm 2 Ditch/Water Sewer Line)	HQV-NR00301545	HQV-NR00301577	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
309	Unknown	ES&T	Water Flow and Dissolved Phase Hydrocarbon Modeling at HQV/C Refinery, St. Croix	HQV-NR00110810	HQV-NR00110858	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
310		The Ascent Group, Inc.	RCRA Facility Investigation for the Settling Basins (SWMU 4A, 4B, 4C)	HQV-NR00117822	HQV-NR00118175	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
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379	6/1/2003	HQVENISA	HQVENISA Hydrocarbon Recovery Project Status Report	5406370	5500553	Semi-Annual Hydrocarbon Recovery Reports
379	7/1/2004	HQVENISA	HQVENISA Hydrocarbon Recovery Project Status Report	5500553	5500876	Semi-Annual Hydrocarbon Recovery Reports
380	8/1/2004	HQVENISA	HQVENISA Hydrocarbon Recovery Project Status Report	HQV-NR0013943	HQV-NR0013943	Semi-Annual Hydrocarbon Recovery Reports
381	2/15/2005	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0036703	HQV-NR0036703	Semi-Annual Hydrocarbon Recovery Reports
381	8/1/2005	HQVENISA	HQVENISA Corrective Action Status Report	5507405	5507429	Semi-Annual Hydrocarbon Recovery Reports
381	2/15/2006	HQVENISA	HQVENISA Corrective Action Status Report	5506079	5506079	Semi-Annual Hydrocarbon Recovery Reports
384	6/15/2006	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0022218	HQV-NR0022255	Semi-Annual Hydrocarbon Recovery Reports
385	8/15/2006	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0022350	HQV-NR0022607	Semi-Annual Hydrocarbon Recovery Reports
386	2/15/2007	HQVENISA	HQVENISA Corrective Action Status Report	5507095	5507244	Semi-Annual Hydrocarbon Recovery Reports
387	8/15/2007	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0034483	HQV-NR0034512	Semi-Annual Hydrocarbon Recovery Reports
388	2/15/2008	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0034310	HQV-NR0034303	Semi-Annual Hydrocarbon Recovery Reports
389	8/15/2008	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0034310	HQV-NR0034303	Semi-Annual Hydrocarbon Recovery Reports
390	2/15/2009	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0039574	HQV-NR0039603	Semi-Annual Hydrocarbon Recovery Reports
391	8/15/2009	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0034608	HQV-NR0034657	Semi-Annual Hydrocarbon Recovery Reports
392	2/15/2010	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0034216	HQV-NR0034290	Semi-Annual Hydrocarbon Recovery Reports
393	2/15/2011	HQVENISA	HQVENISA Corrective Action Status Report	5507190_0011202	5507190_0011357	Semi-Annual Hydrocarbon Recovery Reports
394	8/15/2011	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0050922	HQV-NR0050903	Semi-Annual Hydrocarbon Recovery Reports
395	2/15/2012	HQVENISA	HQVENISA Corrective Action Status Report	HQV-NR0050922	HQV-NR0050949	Semi-Annual Hydrocarbon Recovery Reports

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386	8/31/2012	HQVEHSA	HQVEHSA Corrective Action Status Report	HQV-NRDO502671	HQV-NRDO503024	Semi-Annual Hydrocarbon Recovery Reports
387	2/15/2013	HQVEHSA	HQVEHSA Corrective Action Status Report	HQV-NRDO505255	HQV-NRDO505582	Semi-Annual Hydrocarbon Recovery Reports
388	8/15/2013	HQVEHSA	HQVEHSA Corrective Action Status Report	HQV-NRDO508843	HQV-NRDO509191	Semi-Annual Hydrocarbon Recovery Reports
389	2/15/2014	HQVEHSA	HQVEHSA Corrective Action Status Report	HQV-NRDO510525	HQV-NRDO510893	Semi-Annual Hydrocarbon Recovery Reports
414	8/27/97	Soil Testing Services Caribbean, Inc.	Subsurface Investigation Phase IV Drillable Drift (Unit No. 5 Unit, West Main)	HQVIC-NRDO218545	HQVIC-NRDO218520	Soil and Foundation Investigation Reports
429	8/24/1997	Chaney & Moore	Progress Report, Phase IV, Soil Investigation	HQVIC-NRDO219148	HQVIC-NRDO219154	Soil and Foundation Investigation Reports
433			Report on Soil and Foundation Investigation, Phase IV, Unit No. 5			Soil and Foundation Investigation Reports
434	1/29/1998	Chaney & Moore	Letter, USV to HQVIC	HQVIC-NRDO219559	HQVIC-NRDO219528	Soil and Foundation Investigation Reports
500	8/16/1992	Boy F. Weston, Inc.	Letter, midoering report titled Hydrographic Investigation of the Subsurface Circumstances of Hydrocarbon	HQVIC-NRDO219559	HQVIC-NRDO219737	Soil and Foundation Investigation Reports
517						
518	1/24/2005	URS	Letter Report, Geotechnical Consultation, Proposed Reactor and Scrubber Tower	HQVIC-NRDO219802	HQVIC-NRDO219825	Soil and Foundation Investigation Reports
551	8/14/2005	Toulon Corporation	Sample Summary	HQVIC-NRDO219813	HQVIC-NRDO219859	Soil and Foundation Investigation Reports

Appendix D

Memorandum of Understanding with UVI

MEMORANDUM OF UNDERSTANDING BETWEEN HOVENSA L.L.C. AND THE UNIVERSITY OF THE VIRGIN ISLANDS

EXPLANATORY STATEMENT:

- A. HOVENSA L.L.C. (hereinafter referred to as HOVENSA) has long envisioned creating employment opportunities in the petrochemical industry for residents of the Virgin Islands by assisting in providing the training required.
- B. The University of the Virgin Islands (hereinafter referred to as UVI) and HOVENSA have collaborated in the development of a program leading to an Associate in Applied Science degree with a major in Process Technology
- C. The then Division of Science and Mathematics (now College of Science and Mathematics) at UVI and technical experts from HOVENSA designed the required curriculum which was approved by UVI's Curriculum Committee, the faculty body and the Board of Trustees.
- D. On March 28, 2002, HOVENSA and UVI signed a Memorandum of Understanding (MOU) initializing the program. This MOU, which covered a term of three years, expired on March 28, 2005. A second MOU which covered an additional term of three years expired on October 13th, 2008 and a third MOU which covered an additional term of three years expires in December, 2011
- E. This new MOU reaffirms the continued collaboration for the success of the program by both parties. It will cover a term of three years and will expire in December, 2014.
- F. The Associate of Applied Science degree in Process Technology was first offered to incoming UVI students in the fall 2002 semester.
- G. HOVENSA has pledged to support this degree program by assisting UVI's faculty with contributions of time and resources. These include making available HOVENSA's personnel to assist in the development of the curriculum and to teach, consult, and mentor as well as financial resources

NOW THEREFORE, UVI and HOVENSA have developed a new Memorandum of Understanding (hereinafter referred to as "the MOU") to apportion their continued responsibilities for the success of the program, as follows:

courses throughout the term of this Agreement. These part time instructors will be recommended by the Director of the Process Technology program, and will have the qualifications required for teaching in the Associates in Applied Science program. Final approval will follow UVI procedure. These personnel will be compensated at UVI's rates for part-time faculty, but compensation will not be prorated based on class size.

- 8) HOVENSA will collaborate with UVI in the development of formal recognition of the efforts of the part-time instructors in the program in order to encourage and sustain their participation. Such recognition should include, but not necessarily be limited to letters of commendation and other appropriate methods for recognizing their individual contributions towards the development of a successful program.
- 9) HOVENSA will allow the program to use the following facilities:
 - a) Specialized classrooms at the HOVENSA Training School
 - b) Training School laboratories and necessary equipment;
- 10) UVI must develop a marketing program to publicize the program among the general public and in area high schools. This marketing effort of the Process Technology program could extend throughout the Caribbean region, particularly in islands such as Trinidad, Curacao and Aruba where oil refineries exist.
- 11) UVI will carry out all requisite steps to manage the degree program within the College of Science and Mathematics, including but not limited to establishing all requirements for admissions, testing and placement, preparation and acquisition of materials, coordination with all faculty, and other foreseeable administrative steps incidental to maintaining the program, and processing of incoming students.
- 12) UVI will provide faculty from appropriate College or School, to teach non-technical courses and electives required for graduation from the program.
- 13) UVI will facilitate coordination between its faculty and the HOVENSA-provided instructors, including orientations and dissemination of all requisite academic and administrative materials and procedures and providing them with administrative support to facilitate the HOVENSA-provided instructors' participation in the program.
- 14) UVI will treat all part-time instructors with the same professionalism, courtesy, and respect, accorded UVI faculty, including, but not limited to granting them access to student records and information, providing them assistance with and access to university facilities and processes.
- 15) UVI will provide an office for the Director of Process Technology. This office will include all necessary and customary office equipment and supplies, and access to support staff of the College of Science and Mathematics.

- 16) UVI will provide all necessary classrooms for the non-technical courses and electives required for graduation from the program.
- 17) As an extension to the provisions for this degree program, UVI and HOVENSA will work collaboratively to explore feasibility of and develop offerings of online courses.
- 18) Officials of UVI and HOVENSA will work together in a spirit of cooperation and professionalism, through frequent communication and attendance at meetings, to address all questions and concerns that surface regarding the program, the collaboration and any obstacles in order to make this a successful program.

GENERAL PROVISIONS:

- A. Any contract to carry out the terms or processes of the MOU, and which is intended to bind a Party, must be executed by that Party.
- B. The modification of any term of the MOU must be in writing.
- C. In consideration for the contributions being pledged by HOVENSA, UVI will defend, indemnify and release HOVENSA, its members, parents, affiliates, subsidiaries, and the parents, as well as their employees, agents, shareholders, board of directors, officers, successors and assigns, specifically including but not limited to Hess Oil Virgin Islands Corp., PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation and Petroleos de Venezuela, S.A. ("PDVSA"), and their parents, affiliates, successors and assigns (Collectively "HOVENSA"), as well as HOVENSA's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by UVI, its agents and employees or the UVI facilities and equipment to be utilized. UVI further agrees that if a claim is made against HOVENSA or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of UVI, its agents and employees, that UVI will defend HOVENSA from any such claims and that it will either settle the claim or pay any judgment entered against HOVENSA, including attorney's fees and costs.
- D. In return for the commitments being made by UVI, HOVENSA will defend, indemnify and release UVI, its employees, agents, board of directors, officers, successors and assigns, specifically including but not limited to UVI's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict

liability, or otherwise, arising out of or in any way related to the services to be provided by HOVENSA, its agents and employees or the HOVENSA facilities and equipment to be utilized. UVI further agrees that if a claim is made against UVI or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of HOVENSA, its agents and employees, that HOVENSA will defend UVI from any such claims and that it will either settle the claim or pay any judgment entered against UVI, including attorney's fees and costs.

- E. The MOU shall be interpreted in accordance with the laws of the United States Virgin Islands. If any portion of this Agreement is against the public policy of the Virgin Islands, it will be construed to provide the greatest possible release of liability permitted by Virgin Islands law. Likewise, if any provision of the MOU is deemed invalid or inoperative to any extent, such validity will not invalidate the MOU, but the MOU will be construed without the provision(s) deemed invalid or inoperative, with a view toward affecting the purpose of the MOU, and the validity and enforceability of the remaining provisions will not be impaired.
- F. All disputes or claims arising from HOVENSA's participation or financial contributions to the program will be submitted to confidential and binding arbitration in the U.S. Virgin Islands, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrators in entering a decision will have the authority to select either the amount or remedy proposed by HOVENSA, or that proposed by UVI, and none other. The losing party will bear the cost of arbitration. Other than arbitration fee and expenses, each party will bear its own costs and expenses, including attorney's fees. If any matter is deemed non-arbitral by the arbitrator or by a court of competent jurisdiction. UVI hereby expressly waives trial by jury with respect to such claim or controversy. UVI understands that in such event, any decision regarding such claim or controversy will be made by the court as finder of fact and not by jury.
- G. This document constitutes the entire understanding between the Parties hereto and all prior communication understanding with respect to the subject matter of the MOU, integrated herein.

IN WITNESS WHEREOF, the Parties have herein set their hands as of the dates stated herein.

WITNESS:

UNIVERSITY OF THE VIRGIN ISLANDS

By: _____

Printed Name: Dr. David Hall

Title: President

Date: _____

WITNESS:

HOVENSA L.L.C.

By: _____

Printed Name: Brian K. Lever

Title: President & Chief Operating Officer

Date: _____

Appendix A

Breakdown of cost for salaries and benefits

HOVENSA will provide funding for the Director of the Process Technology program and the Part Time faculty teaching the process technology courses.

Year 1:

Director's salary	\$73,539
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Benefits 33%	\$24,268
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Part-time \$32,340	(\$770/credit-hour * 7 classes * 3 credit-hours * 2 semesters)
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Benefits 8%	\$ 2,837
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Subsequent years will include an increase in Director's salary at 3% per year, governed by the mechanism of UVI faculty compensation.

Part time instructors are paid at a rate of \$770 per credit hour. The expectation is that there will be seven three-credit classes taught by part time instructors each semester. Benefits for part time instructors are calculated at 8% of salary.

Appendix E

Form of Special Warranty Deed

Form of **SPECIAL WARRANTY DEED** [For Property Acquired for Closing Payment]

THIS DEED is made this _____, 2018, by and between the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS acting through its Commissioner of the Department of Property and Procurement, whose mailing address is Building No. 1, 3rd Floor, Subbase, St Thomas , U.S. Virgin Islands 00802, as the grantor ("Grantor" or "Government") and [LIMETREE BAY TERMINALS, LLC], a U.S. Virgin Islands limited liability company, whose address in 1 Estate Hope, Christiansted, VI 00822, as the grantee ("Grantee" or "LB Terminals").

WITNESSETH:

WHEREAS, the Government and LB Terminals entered into that certain Amended and Restated Terminal Operating Agreement, dated _____, 2018 and approved by the Legislature of the Virgin Islands on _____, 2018 as Bill No. _____ ("Terminal Operating Agreement"); and

WHEREAS, pursuant to the provisions of the Terminal Operating Agreement, the Government agreed to sell and convey the Property described herein to LB Terminals and to grant the easements contained herein to LB Terminals and the LB Terminals Parties (as defined herein);

Pursuant to the Terminal Operating Agreement and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, Grantor does hereby sell, grant, transfer and convey to the Grantee, and to its successors and assigns, the real property described in **Schedule A** attached hereto and by reference incorporated herein, together with all the tenements, hereditaments, and appurtenances thereunto belonging, and any and all improvements located thereon and the Easement described in **Schedule B** attached hereto and by reference incorporated herein (collectively "Property").

TO HAVE AND TO HOLD the Property conveyed hereby unto the Grantee, and to its successors and assigns, in fee simple absolute forever.

Grantor warrants that it has and is conveying good and marketable fee simple title to the Property free and clear of any Liens, Claims and Liabilities of any kind whatsoever except Permitted Encumbrances (as such terms are defined in **Schedule C** attached hereto and by reference incorporated herein).

Grantor will warrant and defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Encumbrances.

IN WITNESS WHEREOF, the Grantor has duly executed this deed effective the day and year first above written.

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS
Department of Property and Procurement

BY: _____

Commissioner

Date : _____

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____
Claude Earl Walker, Esq.
Attorney General

Date : _____

APPROVED

Kenneth E. Mapp
Governor of the Virgin Islands

Date : _____

As to the execution of this deed by the Commissioner of Department of Property and Procurement:

Witness 1: (Print name and sign) _____

Witness 2: (Print name and sign) _____

ACKNOWLEDGEMENT

TERRITORY OF U.S. VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

The foregoing instrument was acknowledged before me this _____, 2018, by _____, as Commissioner of the Department of Property and Procurement, Government of the United States Virgin Islands, on behalf of the Government of the United States Virgin Islands.

Notary Public
My commission expires:
(Notary Seal)

CERTIFICATE OF VALUE

IT IS HEREBY CERTIFIED that the value of the property described in the foregoing deed, for recording and transfer stamp tax purposes, does not exceed \$ _____ and that the transfer herein is exempt from recording fees pursuant to 28 V.I.C. §134(3) and stamp taxes pursuant to 33 V.I.C. §128(a)(1).

Grantor's Authorized Agent

CERTIFICATE OF PUBLIC SURVEYOR

It is hereby certified that according to the records in the Public Surveyor's Office, the Property described in the foregoing instrument has not undergone any change in regard to boundary and area.

Office of the Public Surveyor, Christiansted, St. Croix, U.S. Virgin Islands.

Dated: _____

Schedule A

**Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC**

Real Property Description

Estate Castle Coakley, including all improvements thereupon

1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
4. **Plot No. 53, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. **Plot No. 5, Estate Caldwell**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Cottage, including all improvements thereupon

7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Schedule B

**Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC**

EASEMENT

1. The Government of the U.S. Virgin Islands ("Government") hereby grants to Limetree Bay Terminals, LLC, a U.S. Virgin Islands limited liability company ("LB Terminals") the following Easement and by acceptance of this Special Warranty Deed, Limetree Bay Terminals, LLC accepts the Easement, under the terms and conditions of this Easement (sometimes referred to herein as this "Easement").

WITNESSETH:

2. **WHEREAS**, the Government and LB Terminals entered into that certain Amended and Restated Terminal Operating Agreement, dated _____, 2018 and approved by the Legislature of the Virgin Islands on _____, 2018 as Bill No. _____ ("Terminal Operating Agreement").

3. **WHEREAS**, pursuant to the provisions of the Terminal Operating Agreement, the Government agreed to grant the easements contained herein to LB Terminals and LB Terminals Parties (as defined herein).

4. **WHEREAS**, this Easement is being granted and recorded for the purpose of notifying all current and future fee owners of the Government Roads, and any other Person claiming, acquiring, or taking an interest in or part of the Government Roads, that all such owners and Persons take title or an interest in the Government Roads subject to easements granted in favor of LB Terminals Parties as stated herein.

5. **Definitions**: Any capitalized terms used herein that are not defined herein shall have the meaning ascribed thereto in the Terminal Operating Agreement. As used herein,

- a) "**Affiliate**" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

- b) “**Business Day**” shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York or the U.S. Virgin Islands.
- c) “**Closing Date**” shall be as defined in the Terminal Operating Agreement and shall be the effective date of this Easement Agreement.
- d) “**Contract**” shall mean any note, bond, mortgage, indenture, guaranty, license, franchise, permit, agreement, contract, commitment, lease, purchase order, or other instrument or obligation, and any amendments thereto.
- e) “**Easement Purposes**” shall mean the purposes for which this the Easement is granted as set forth in Section 7 hereof.
- f) “**Governmental Entity**” shall mean any multinational, United States or non-United States, federal, state, territory, provincial or local court (including, for the avoidance of doubt, the Bankruptcy Court), arbitral tribunal, departments, agencies (autonomous and semiautonomous), administrative agency, legislature or commission or other governmental, quasi-governmental or regulatory agency or authority (including any bureau, division or department thereof) or any securities exchange with jurisdiction over the Property.
- g) “**Government Roads**” shall mean all roads, bridges, road plots, plots of land, and rights-of-way adjacent to the Terminal Site or the Refinery Site which are owned or managed by the Government or that are public roads or rights-of-way, including without limitation those roads, bridges, road plots, plots of land, and rights-of-way shown on the map attached hereto as **Schedule D** and by reference incorporated herein.
- h) “**GVI Parties**” shall mean the Government and its Affiliates and any and all of their respective successors, successors-in-interest, assigns, members, managers, shareholders, partners, directors, officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, the Government or any of its Affiliates.
- i) “**Law**” shall mean any statute, law, ordinance, ruling, policy, rule or regulation of any Governmental Entity and all judicial or administrative interpretations thereof and any common law doctrine.
- j) “**LB Terminals Parties**” shall mean LB Terminals, Limetree Bay Refining, LLC and their respective Affiliates, and any and all of their respective successors, successors-in-interest, assigns, members, managers, partners, directors, officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, LB Terminals, Limetree Bay Refining, LLC and their respective Affiliates in connection with the use of the Government Roads for Easement Purposes.
- k) “**Liabilities**” shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations,

whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

- l) “**Loss**” or “**Losses**” shall mean, without duplication, any and all Liabilities, judgments, awards, losses, costs or damages, including reasonable fees and expenses of attorneys, accountants and other professional advisors.
 - m) “**Person**” shall mean and include an individual, a partnership, a limited partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, an association, a trust, an unincorporated organization, a group and a Governmental Entity.
 - n) “**Refinery Site**” shall mean the real property on which the Refinery and various Shared Services Systems are now or hereafter located as further described in Appendix A attached to the Refinery Operating Agreement, together with all other real property now or hereafter owned, occupied, or leased by Refinery Operator at the Site and used in connection with the Refinery, including Refinery Submerged Lands and excluding the Excluded Lands.
 - o) “**Terminal Site**” shall mean the real property on which the Terminal and certain Shared Services Systems are now located as further described in Appendix A attached to the Terminal Operating Agreement, together with all other real property at the Site now or hereafter owned, occupied, or leased by Terminal Operator and used in connection with the Terminal, including Terminal Submerged Lands (as defined in the Terminal Operating Agreement) and Option Parcels, but excluding the Excluded Lands.
6. It is the purpose of this Easement to grant to LB Terminals Parties real property rights, which will run with the land, to facilitate any Easement Purposes by or on behalf of one or more LB Terminals Parties, in each case, which may be required to be performed or may be performed at the option of the LB Terminals Parties.

7. Grant of Easement.

The Government hereby establishes and grants to LB Terminals and the LB Terminals Parties a non-exclusive perpetual easement and right-of-way upon, over, in, under, across and through Government Roads for the following purposes: (i) for vehicular and pedestrian access, ingress and egress to and from the Refinery Site and the Terminal Site; and (ii) to construct, install, improve, replace, repair, inspect and/or maintain pipes, lines, conduit, hook-ups and/or connections, facilities and systems for the provision of utility services and other services or systems related to the Terminal or Refinery, including any required equipment appurtenant thereto, and including without limitation, to connect the Refinery or the Terminal to any power plants, waste water treatment facilities, water treatment facilities, storage tanks, Refinery or Terminal lines, pipes or other conduit, any public utility or other improvements or services necessary or desirable for the operation of the Terminal or the Refinery in any LB Terminals Party’s discretion (collectively “Easement Purposes”).

LB Terminals Party will utilize the easements granted hereunder subject to its commercially reasonable efforts to do so without unreasonably interfering with the rights of the Government Parties to use the Government Roads.

8. **Applicable Laws.** By acceptance of this Special Warranty Deed, LB Terminals agrees that it shall, and shall cause each other LB Terminals Party to, comply with all applicable Laws in connection with the use of the Government Roads for Easement Purposes under this Easement

9. **No Barriers:** From and after the date hereof, no barriers, fences or other obstructions shall be erected by any Government Party so as to unreasonably interfere with LB Terminals Parties use of the Government Roads for Easement Purposes as contemplated by this Easement.

10. **Insurance:** LB Terminals Parties shall maintain commercial general liability insurance (the "CGL Insurance") to cover its activities on the Government Roads in customary and reasonable amounts, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and with insurers licensed to do business in the U.S. Virgin Islands, and each such insurance policy shall name Government as additional insured as its interests may appear and shall designate the Government as a certificate holder under the CGL Insurance. LB Terminals or its insurer will provide the Government thirty (30) calendar days advance written notice (or 10 calendar days' notice in the case of cancellation due to non-payment of premiums) in the event of any material change to, nonrenewal of or cancellation of the required CGL Insurance. Prior to entering upon the Government Roads pursuant to this Easement, LB Terminals will provide the Government with proof of CGL Insurance in compliance herewith. If at any time during the term of this Easement the CGL Insurance is not in effect, LB Terminals Parties shall not perform any work on the Government Roads until the CGL Insurance is reinstated.

11. **Covenant Running With the Land:** This Easement is intended and shall be a covenant running with the land, and shall burden, benefit and run with the Government Roads, the Refinery Site and the Terminal Site and be binding on the Government Roads, the Refinery Site and the Terminal Site and on all present and future owners and occupants of the Government Roads, the Refinery Site and/or the Terminal Site and other Persons having any right, title, interest or estate in the Government Roads, the Refinery Site and/or the Terminal Site.

12. **Enforcement:** Each GVI Party and each LB Terminals Party shall be entitled to enforce the terms of this Easement by resort to specific performance or legal process. Enforcement of the terms of this Easement shall be at the discretion of such GVI Party or LB Terminals Party, as applicable, and any forbearance, delay, or omission to exercise its rights under this Easement in the event of a breach of any term of this Easement shall not be deemed to be a waiver by any GVI Party or LB Terminals Party, as applicable, of such term or of any subsequent breach of the same or any other term, or of any of the rights of any GVI Party or LB Terminals Party, as applicable, under this Easement. If any GVI Party or LB Terminals Party prevails in an action to enforce the terms of this Easement, such GVI Party or LB Terminals Party, as applicable, shall be entitled to an award of its reasonable attorneys' fees.

13. **Damages:** Each GVI Party and LB Terminals Party shall be entitled to recover damages for violations of the terms of this Easement, other than damages caused by such party's own gross negligence or willful misconduct; provided, that no party hereto shall be entitled to receive consequential, special or punitive damages.

14. **Indemnification**: From and after the Closing Date, LB Terminals shall indemnify, defend, (or, where applicable, pay the defense costs for) and hold harmless the Government from, against and in respect of any Losses incurred or sustained by, or imposed on, the Government to the extent arising from or in connection with LB Terminals' and/or any LB Terminal Party's use of the Government Roads pursuant to the easements granted pursuant to this Easement; excluding only any Loss caused by or that arises from any grossly negligent act or omission (including strict liability) or willful misconduct of any GVI Party.

15. **Notices**: All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand or express courier service, mailed by certified mail to the respective parties hereto as follows (or, in each case, as otherwise notified by any of the parties hereto) and shall be effective and deemed to have been given (a) immediately upon sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, or other written acknowledgment) and (b) when received by the addressee if delivered by hand on any Business Day:

If to LB Terminals, to:

Limetree Bay Terminals, LLC
1 Estate Hope
Christiansted, St. Croix 00820
Attention: Darius Sweet, CEO

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 20022
Attention: Christopher G. Cross
Warren H. Lilien
Fax: (212) 751-4864

and

Nichols, Newman, Logan, Grey & Lockwood, P.C.
1131 King Street, Christiansted, St. Croix
U.S. Virgin Islands 00820-4971
Attention: G. Hunter Logan, Jr.
Todd H. Newman
Fax: (340) 773-3409

if to Government, to:

The Government of the U.S. Virgin Islands
Government House
Christiansted
St. Croix, U.S. Virgin Islands
Attention: Office of the Governor

with a copy (which shall not constitute notice or service of process) to:

Office of the Attorney General
U.S. Virgin Islands Department of Justice
34-38 Kronprindsens Gade
GERS Building, 2nd Floor
St. Thomas, U.S. Virgin Islands 00802

16. General Provisions:

a) **Controlling Law:** The interpretation and performance of this Easement shall be governed by the Laws of the U.S. Virgin Islands.

b) **Severability:** If any term, provision, agreement, covenant or restriction of this Easement, or the application of it to any Person or circumstance, is found to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Easement, or the application of such terms, provisions, agreements, covenants and restrictions to Persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

c) **No Forfeiture:** Nothing contained herein will result in a forfeiture of Government's title to the Government Roads in any respect.

d) **Successors:** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the GVI Parties and LB Terminals Parties and shall continue as a servitude running with the Government Roads, the Refinery Site and the Terminal Site. The terms "Government" and "GVI Parties" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named in this document and identified as "Government" and "GVI Parties" and their personal representatives, heirs, successors, and assigns. The terms "LB Terminals" and "LB Terminals Parties," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named in this document and identified as "LB Terminals" and "LB Terminals Parties" and their personal representatives, heirs, successors, and assigns.

e) **Modification:** This Easement may only be modified in a writing signed by LB Terminals and Government hereto and recorded in the office of the Recorder of Deeds for the District of St. Croix, U.S. Virgin Islands.

f) **Compliance Certificate:** Within ten (10) Business Days after the written request of the other party hereto, a party shall provide an executed certificate in form and substance as reasonably approved by each party hereto with respect to the performance and compliance by the other party with the requirements of this Easement.

Schedule C

**Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC**

Definitions

“Claim” shall have the meaning assigned to such term under section 101(5) of the Bankruptcy Code.

“Liabilities” shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations of any nature, including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability, regardless of whether such claim, debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such claim, debt, obligation, duty or liability is immediately due and payable.

“Liens” shall mean any liens (as defined in Section 101(37) of the Bankruptcy Code), debts (as defined in Section 101(12) of the Bankruptcy Code), security interests, claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, encroachments, or any other encumbrances and other restrictions or limitations on ownership or use of real or personal property or irregularities in title thereto.

“Permitted Encumbrances” shall mean (a) easements, covenants, rights of way and restrictions of record encumbering the Property as of the Closing Date, (b) liens for real property taxes not yet due and payable, (c) zoning, building code or planning restrictions or regulations, and (d) encroachments and other matters that would be shown in an accurate survey or physical inspection of such Property.

Schedule D

**Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC**

Map of Government Roads

[Insert Map]

AFFIDAVIT OF TAX STAMP EXEMPTION

I, _____, the undersigned, being first duly sworn upon oath, depose and state that:

- 1) I am an adult over the age of twenty one years.
- 2) I am the Authorized Person of the Grantor of the Property described herein.
- 3) The transfer of title of the Property described herein is from Grantor, Government of the United States Virgin Islands, to the Grantee.
- 4) This sworn certification is made for the purposes of complying with 33 V.I.C. §128(b) that requires an affidavit in support of Grantor's claim that the transfer of the Property as herein described is exempt from the payment of a Stamp Tax under Section 128(a)(1) of Title 33 of the Virgin Islands Code.
- 5) As the Grantor is the Government of the United States Virgin Islands, the transfer herein is exempt from recording fees pursuant to 28 V.I.C. §134(3).

_____, Authorized Person

TERRITORY OF U.S. VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

The foregoing instrument was acknowledged before me this _____,
by _____, as Authorized Person of Government of the United States Virgin
Islands.

Notary Public

My commission expires:

Appendix F

Form of Construction License Agreement

Form of
Construction License Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

)
)
Limetree Bay Terminals, LLC)
c/o Nichols Newman Logan Grey &)
Lockwood)
1131 King Street)
Christiansted, VI 00820)
Attn: G. Hunter Logan, Jr. Esq.)

CONSTRUCTION LICENSE AGREEMENT

1. This Construction License Agreement (this “**License Agreement**”) is made effective this _____, 20__ (“**Effective Date**”), by and between **Government of the U.S. Virgin Islands**, whose address is _____, as the grantor (“**Grantor**”) and **Limetree Bay Terminals, LLC**, a limited liability company organized under the laws of the U.S. Virgin Islands, whose address is c/o Nichols Newman Logan Grey & Lockwood, 1131 King Street, Christiansted, VI 00820, as the grantee (“**Grantee**”).

WITNESSETH:

2. **WHEREAS**, Grantor and Grantee are parties to that certain Amended and Restated Terminal Operating Agreement, dated as of _____, 2018 (as amended from time to time, the “**Operating Agreement**”), relating to, among other things, that certain real property located in St. Croix, U.S. Virgin Islands and described on **Exhibit “A”** attached hereto and made a part hereof, together with all other real property now or hereafter owned or leased by Terminal Operator and used in connection with the Terminal (the “**Terminal Property**”);
3. **WHEREAS**, Grantor is the owner of that certain real property located in St. Croix, U.S. Virgin Islands and described on **Exhibit “B”** attached hereto and made a part hereof (the “**Property**”);
4. **WHEREAS**, Grantor has agreed to grant a temporary right of access and use license upon, over, in, , across and through the Property to Grantee Parties for purposes of granting Grantee Parties access to and use of the Property in connection with Grantee Parties’

expansion, ownership and operation of the Terminal and the construction of new facilities for the Terminal on a portion of the Option Parcel;

5. **WHEREAS**, Grantor wishes to use commercially reasonable efforts to cooperate with Grantee Parties in the implementation and performance of the licenses contemplated herein; and
6. **WHEREAS**, Grantor and Grantee are executing this License Agreement relating to the Property for the purpose of notifying all current and future fee owners of the Property, and any other Person claiming, acquiring, or taking an interest in or part of the Property, that all such owners and Persons take title or an interest in the Property subject to a license in favor of Grantee Parties as stated herein.

NOW, THEREFORE, in accordance with the Operating Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties hereto, but for no actual additional monetary consideration other than as provided in the Operating Agreement, Grantor, for itself and the Grantor Parties, and Grantee, for itself and the Grantee Parties, do hereby declare, covenant and agree as follows:

7. **Definitions:** As used herein,

- a) **"Affiliate"** of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.
- b) **"Business Day"** shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York or the U.S. Virgin Islands.
- c) **"Contaminant"** shall include but not be limited to any contaminant, air contaminant, solid or hazardous waste, hazardous material, infectious waste, waste, pollutant, air pollutant, hazardous air pollutant, regulated air pollutant, pollution, air pollution, radioactive material, hazardous or toxic substance, crude oil, any fraction thereof, petroleum product, petroleum byproduct, and or fuel additive, defined or regulated as such now or in the future in or under any Environmental Laws or voluntary cleanup or brownfields program.
- d) **"Contract"** shall mean any note, bond, mortgage, indenture, guaranty, license, franchise, permit, agreement, contract, commitment, lease, purchase order, or other instrument or obligation, and any amendments thereto.
- e) **"Environmental Laws"** shall mean any applicable Law, Order or other requirement of applicable Law (including environmental authorizations) that

relates to (a) the protection of human health or the environment, including but not limited to threatened or endangered species, federally-jurisdictional wetlands, ambient air, surface water, groundwater, land surface or subsurface strata, natural resources, natural resource damages, and the restoration and replacement of natural resources, or (b) the presence, release, threatened release, generation, recycling, disposal or treatment of Contaminants, or the arrangement for any such activities.

- f) **“Governmental Entity”** shall mean any multinational, United States or non-United States, federal, state, territory, provincial or local court (including, for the avoidance of doubt, the Bankruptcy Court), arbitral tribunal, administrative agency, legislature or commission or other governmental, quasi-governmental or regulatory agency or authority (including any bureau, division or department thereof) or any securities exchange with jurisdiction over the Property.
- g) **“Grantee Parties”** shall mean Grantee and its Affiliates and any and all of their respective successors, successors-in-interest, assigns, members, managers, partners, directors, officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, Grantee or any of its Affiliates.
- h) **“Grantor Parties”** shall mean Grantor and its government agencies and any and all of their respective successors, successors-in-interest, assigns, representatives, officials, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, Grantor or any of its governmental agencies.
- i) **“Law”** shall mean any statute, law, ordinance, ruling, policy, rule or regulation of any Governmental Entity and all judicial or administrative interpretations thereof and any common law doctrine, including but not limited to those regulating handling and disposal of Contaminants.
- j) **“Liabilities”** shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, including, but not limited to, damages relating to or stemming from personal injuries and/or wrongful deaths and damages arising out of, or as a result of, (i) any “release” as defined in Section 101(22) of CERCLA, of any Contaminants placed into, on or from the License Property by or on behalf of the Grantee at any time during the Term of this License and in connection with any Grantee Party’s use of the License Property; (ii) any contamination of the License Property’s soil or groundwater or damage to the environment and natural resources of the License Property to the extent resulting from actions by or on behalf of the Grantee occurring during the Term of this License and in connection with any Grantee Party’s use of the License Property, whether arising under CERCLA or any other Law; and (iii) the release, disposal, storage or treatment of any toxic, explosive or otherwise dangerous materials or Contaminants which have been buried beneath, concealed within or

released on or from the License Property which would not have been required except for actions taken by or on behalf of the Grantee during the Term of this License and in connection with any Grantee Party's use of the License Property.

- k) **"License Purpose"** shall have the meaning set forth in Section 9(A).
 - l) **"License Termination Date"** shall have the meaning set forth in Section 9(D).
 - m) **"Loss"** or **"Losses"** shall mean, without duplication, any and all Liabilities, judgments, awards, losses, costs or damages, including reasonable fees and expenses of attorneys, accountants and other professional advisors.
 - n) **"Operating Agreement"** shall have the meaning set forth in Section 2 hereof.
 - o) **"Option Parcel"** shall mean real property owned by Grantor and more particularly described in the Operating Agreement.
 - p) **"Order"** shall mean any judgment, order, injunction, decree, writ, permit or license of any Governmental Entity or any arbitrator.
 - q) **"Person"** shall mean and include an individual, a partnership, a limited partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, an association, a trust, an unincorporated organization, a group and a Governmental Entity.
 - r) **"Property"** shall have the meaning set forth in Section 3 hereof.
 - s) **"Terminal"** shall have the meaning set forth in the Operating Agreement.
 - t) **"Terminal Property"** shall have the meaning set forth in Section 2 hereof.
8. **Purpose:** It is the purpose of this License Agreement to convey to Grantee Parties real property rights, which will run with the land, for access upon, over, in, under, across and through the Property, to facilitate the License Purposes (defined below).
9. **Grant, Use and Term:**
- (A) Grantor hereby grants to Grantee and each other Grantee Party a temporary, non-exclusive easement and right of access and use, at all times, upon, over, in, , across and through the Property for purposes of facilitating Grantee Parties' construction of additional facilities for the Terminal on the Option Parcel acquired by Grantee, including without limitation, for the storage and staging of construction trailers, building materials and equipment and an access route for construction vehicles in connection with the construction of facilities for the Terminal on the Option Parcel acquired by Grantee from Grantor and being a part of the Terminal Property (**"License Purpose"**). This License Agreement is irrevocable and can only be revoked or terminated by the Grantor as specifically provided in Section 9(G) of this License Agreement.

- (B) Grantee shall use the Property during the Term of this License Agreement in accordance with all applicable Laws and Orders.
 - (C) Grantee Parties shall have the right, at their expense, to implement such security measures as they deem appropriate, including without limitation the right to install fences, barriers and other security measures to safeguard its construction activities and its construction trailers, building materials, equipment and other property on the Property and its Terminal Property, provided that such measures do not unreasonably interfere with the rights reserved to Grantor and Grantor Parties as set forth in Section 9(F).
 - (D) The term (“**Term**”) of this License Agreement shall commence on the Effective Date of this License Agreement and continue until completion of construction of the facilities on the Option Parcel acquired by Grantee from Grantor determined in the sole discretion of the Grantee Parties or the election of Grantor as set forth in Section 9(G) of this License Agreement, whichever occurs sooner (“**License Termination Date**”) at which time such License Agreement shall be of no further force and effect (except for any terms that survive termination).
 - (E) Grantor agrees to cooperate with Grantee Parties in the implementation and performance of the easement granted herein.
 - (F) During the Term of this License Agreement, Grantor shall not use, or permit any other Person to use, the Property in any manner that will unreasonably interfere with any Grantee Party’s use of the Property for a License Purpose. Grantor shall, and shall cause each other Grantor Party to, and cause any other occupants of the Property to cooperate with each Grantee Party in connection with its use of the license granted hereunder for the License Purpose, in accordance with all applicable Laws and Orders and the terms of this License Agreement.
 - (G) At such time as Grantor Parties have need for the License Property, in Grantor’s sole discretion, Grantor may terminate this License Agreement by written notice to Grantor which notice shall provide no less than one-hundred and eighty (180) days before the effective date of the termination; provided, however, in the event of such termination by Grantor, Grantee, in Grantee’s sole discretion, may by written notice to Grantor elect to continue to use a 100’ wide portion of the License Property along the northern boundary of the License Property for ingress and egress to and from the Terminal on the Option Parcel and the public road for a period not to exceed three hundred and sixty five (365) days from the date of such notice and any such use by any Grantee Party shall be otherwise subject to the terms and conditions of this License Agreement.
10. **Grantee’s Costs:** Grantee shall be responsible for all reasonable and documented costs associated with any Grantee Parties’ use of the Property contemplated by the License Purposes during the term of this License Agreement.

11. **Insurance:** Grantee Parties shall maintain workers compensation and commercial general liability insurance to cover its activities on the Property in customary and reasonable amounts, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and with insurers licensed to do business in the U.S. Virgin Islands, and each such insurance policy, shall name Grantor or any Grantor Party and its successors and/or assigns as additional insured as their interests may appear and shall designate Grantor or any Grantor Party and its successors and/or assigns as a certificate holder under the CGL Insurance entitling it to no less than 30 days' written notice of termination of the CGL Insurance (the "**CGL Insurance**"). Prior to entering upon the License Property pursuant to this License, Grantee will provide Grantor with proof of CGL Insurance in compliance herewith. If at any time during the Term of this License the CGL Insurance is not in effect, Grantee shall cease entry onto the License Property until the CGL Insurance is reinstated.
12. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this License Agreement.
13. **Notice to Transferee:** Any Person transferring an interest in the Property shall, in advance of such transfer, provide a copy of this License Agreement to the transferee.
14. **Covenant Running With the Land:** This License Agreement is intended and shall be a covenant running with the land, and shall burden, benefit and run with the Property and be binding on the Property and on all present and future occupants of the Property or other Persons having any right, title, interest or estate in the Property until the License Termination Date, at which point the rights afforded to Grantee under this License Agreement with respect to the applicable License Purpose shall terminate.
15. **Duty to Restore.** Within thirty (30) days following the License Termination Date, Grantee shall, at its expense, (a) remove all of Grantee's personal property from the applicable portion of the Property, and (b) restore any Property that was affected by Grantee Parties in connection with the easement granted hereunder to substantially the same condition it was in on the date and at the time of the execution of this License Agreement reasonable wear and tear excepted.
16. **Recordation.** Grantee shall have the right to record this License Agreement in Office of the Recorder of Deeds, St. Croix, U.S. Virgin Islands. Upon the applicable License Termination Date, Grantee shall execute and record at its sole cost and expense a termination agreement evidencing the termination of Grantee's rights under this License Agreement.
17. **Enforcement:** Each Grantor Party and Grantee Party shall be entitled to enforce the terms of this License Agreement by resort to specific performance or legal process. Enforcement of the terms of this License Agreement shall be at the discretion of such Grantor Party or Grantee Party, as applicable, and any forbearance, delay, or omission to exercise its rights under this License Agreement in the event of a breach of any term of this License Agreement shall not be deemed to be a waiver by any Grantor Party or Grantee Party, as applicable, of such term or of any subsequent breach of the same or any other term, or of any of the rights of any Grantor Party or Grantee Party, as applicable, under this License

Agreement. If any Grantor Party or Grantee Party prevails in an action to enforce the terms of this License Agreement, such Grantor Party or Grantee Party, as applicable, shall be entitled to an award of its reasonable attorneys' fees.

18. **Damages**: Each party hereto shall be entitled to recover damages for violations of the terms of this License Agreement, excluding any damages caused by or that arise from the gross negligence or willful misconduct of any such party.
19. **Indemnification**: From and after the date hereof, Grantee and Grantee Parties shall indemnify, defend, (or, where applicable, pay the defense costs for) and hold harmless the Grantor Parties from, against and in respect of any Losses incurred or sustained by, or imposed on, the Grantor Parties to the extent arising from or in connection with Grantee's use of the license granted pursuant to this License Agreement:
 - a) to the extent caused by any negligent act or omission (including strict liability), gross negligence or willful misconduct of Grantee, its subcontractors or any of their respective agents or employees (but only with respect to Losses for injury, illness or death to any individual or damage to any property of any Person); or
 - b) to the extent caused by breach of applicable Laws by Grantee, its contractors, or any of their respective agents or employees; or
 - c) to the extent caused by or arising out of a release or threatened release of a Contaminant, a response, or an obligation under any Environmental Laws at, under, on, or with respect to Grantee's use of the license granted pursuant to this License Agreement;

excluding only any Loss caused by or that arises from any grossly negligent act or omission (including strict liability) or willful misconduct of any Grantor Party. The obligations of Grantee and Grantee Parties under this Section 19 shall survive the termination of this License Agreement for any reason.

20. **Notices**: All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered in the manner and shall be effective as set forth in Section 19.1 of the Operating Agreement.
21. **General Provisions**:
 - a) **Controlling Law**: The interpretation and performance of this License Agreement shall be governed by the Laws of the U.S. Virgin Islands.
 - b) **Severability**: If any term, provision, agreement, covenant or restriction of this License Agreement, or the application of it to any Person or circumstance, is found to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this License Agreement, or the application of such terms, provisions, agreements, covenants and restrictions to Persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

- c) **No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.
- d) **Successors:** The covenants, terms, conditions, and restrictions of this License Agreement shall be binding upon, and inure to the benefit of the Grantor Parties and Grantee Parties and shall continue as a servitude running with the Property. The terms "Grantor" and "Grantor Parties" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities identified as "Grantor" and "Grantor Parties" and their personal representatives, heirs, successors, and assigns. The terms "Grantee" and "Grantee Parties," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities identified as "Grantee" and "Grantee Parties" and their personal representatives, heirs, successors, and assigns.
- e) **Counterparts:** This License Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- f) **Modification:** This License Agreement may only be modified, changed, supplemented, superseded, canceled or terminated (unless terminated as provided herein), or any obligations hereunder be waived, in a writing signed by each party hereto and recorded in the Office of the Recorder of Deeds for the District of St. Croix, U.S. Virgin Islands.

[Signature Lines Continued on Next Page]

Executed as of the date first written above.

LIMETREE BAY TERMINALS, LLC,
as Grantee

Witness: _____

By: _____

Name: _____

Title: _____

Witness: _____

TERRITORY OF THE U.S. VIRGIN ISLANDS)
DISTRICT OF ST. ST. CROIX)

The foregoing instrument was acknowledged before me this _____
20__ by _____ as _____ of Limetree Bay Terminals, LLC, a U.S.
Virgin Islands limited liability company, on behalf of said limited liability company.

Notary Public

My commission expires: _____

**GOVERNMENT OF THE U.S. VIRGIN ISLANDS,
as Grantor**

Witness: _____

Witness: _____

By: _____
Name: Kenneth E. Mapp
Title: Governor of the U.S. Virgin Islands

ATTESTED:

By: _____
Name: Osbert E. Potter
Title: Lieutenant Governor of the U.S. Virgin Islands

Approved for Legal Sufficiency:

By: _____
Name: Claude Walker
Title: Attorney General of the U.S. Virgin Islands

TERRITORY OF THE U.S. VIRGIN ISLANDS)
DISTRICT OF ST. ST. CROIX)

The foregoing instrument was acknowledged before me this _____, 20__ by
KENNETH E. MAPP as Governor of the U.S. Virgin Islands.

Notary Public
My commission expires:

Exhibit A

Legal description of the Terminal Property

Terminal Plot No. 4 Over Portions of Estate Blessing, Estate Hope, Estate Jerusalem and Estate Figtree Hill, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 386.444 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Terminal Plot No. 5 Portions of Estate Figtree Hill and Estate Castle Coakley Land, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 33.773 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Road Plot 4-1 (out of Plot 4) Estate Jerusalem and Estate Figtree Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.2255 U.S. acres, more or less, as more fully shown on OLG Drawing No. 5315-A, dated February 20, 2002.

Plot No. 8, Estate Limetree Bay, Reclaimed Land consisting of 0.030 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (LPG Flare)

Terminal Plot No. 9, Estate Limetree Bay, Reclaimed Land, consisting of 197.4471 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 13-A, Estate Limetree Bay, Reclaimed Land, consisting of 2.617 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Estate Castle Coakley, including all improvements thereupon

1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
4. **Plot No. 53, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. **Plot No. 5, Estate Caldwell**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991.

Estate Cottage, including all improvements thereupon

7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991.

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016
11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Estate Pearl, including all improvements thereupon

1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
5. **Remainder Matr. No. 39-A and 49, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Exhibit B

Legal description of the Property

Plot No. 2, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 25.3493 U.S. acres, more or less, as shown on OLG Drawing No. 3040 dated May 15, 1972.

Rem Plot No. 3, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 23.6678 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Plot No. 3-A, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.00 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Appendix G

USVI Harbor Regulations

[See attached.]

VIRGIN ISLANDS PORT AUTHORITY
SOUTH COAST, ST. CROIX
HARBOR REGULATIONS - AMENDMENT - SUB-SECTION "A"

The Governing Board of the Virgin Islands Port Authority, by virtue of power vested in this body, does hereby amend the Virgin Islands Port Authority Marine Rules and Regulations to include the St. Croix South Coast Harbors of Lime Tree Bay Channel and the Hess Oil Virgin Islands Corporation Terminal (Hess/Hovic); Krause Lagoon Channel and Martin Marietta Plant Basin (Port Alucroix); and the connecting waters between these channels (Containerport Channel).

SUB-SECTION "A"

A-1 This Sub-Section applies to the South Coast Harbors of St. Croix: Hess/Hovic, Port Alucroix, Containerport, and approaches thereto, including all waters which are now, or may hereafter be, under this jurisdiction.

A-2 Administration by Virgin Islands Port Authority

Pursuant to 29 V.I.C., S. 543, the Authority controls the harbors of the Virgin Islands which are effected by the Governing Board through the Executive Director.

A-3 Status of Harbors of the Virgin Islands - Federal Laws

The south coast harbors of St. Croix are subject to federal laws concerning quarantine, immigration, agriculture and customs, which are promulgated and enforced by agencies of the Government of the United States.

A-4 Expedition of traffic and filling needs of shipping

Every effort will be made by the Authority and Hovic Marine Managers to expedite traffic coordination and to fill

promptly the needs of shipping. In this connection, the active and intelligent cooperation of ship masters and local agents, as well as owners and operators, is most essential and is earnestly solicited.

A-5 Compliance with Orders

The orders of the Authority and Hovic Marine Managers, Authority and Hovic Pilots, or their duly authorized representatives concerning order in the harbor or on a private or public dock, shall be promptly and explicitly obeyed. Any questions arising or damage resulting from any violation of this sub-section shall be dealt with as herein provided.

A-6 Applicable Rules of the Road

The International Rules of the Road and Pilot Rules for Inland Waters, in their respective spheres, must be strictly complied with, except that sailing boats and other small craft shall, within the limits of the harbors, give way to larger vessels; the latter, however, shall take all necessary precautions and only use reduced speed in the harbor. (See Coast Guard Publication CG-169).

A-7 Copy of Sub-Section, Gratis

Masters of vessels will receive, upon arrival at St. Croix, a copy of the Rules and Regulations set forth in this Sub-Section, gratis.

A-8 Definitions

The following definitions shall govern in the application of this Sub-Section:

1. AN ANCHORAGE: A specific area along the coast so designated.

2. ANCHORED: A vessel is considered anchored when it is held solely by the resistance of the anchor dropped to the bottom and attached to the vessel.

3. ANCHORING PLACE: An anchoring place is any part along the shore where vessels can take hold of the bottom of the sea by means of their anchor.

4. AUTHORITY: The word "Authority" shall mean the Virgin Islands Port Authority.

5. BARGE: The word "barge" shall mean any vessel whose overall length is over 65 feet, designed to carry any cargo but has no means of self-propulsion.

6. BASIN: The word "Basin" shall mean a widened section at the Terminal end of a channel so enlarged as to permit turning a ship around so that it may exit the terminal area bow first.

7. BOARDING: A vessel is considered boarded by another or by a person, from the moment that their sides or any part of the hulls have come in contact with each other or the crew members of either vessel may touch each other or any part of the hull of the other vessel.

8. BUNKERS: The word "bunkers" shall mean the fuel owned by the vessel and consumed in the operation of the vessel.

9. CARGO: The word "cargo" means merchandise, goods, wares and chattels of every description being, or to be transported in a vessel, including merchandise, the importation of which is prohibited but excludes ships stores.

10. CONTAINERPORT CHANNEL: The words "Containerport Channel" shall mean the channel between the Krause Lagoon Channel and Lime Tree Bay up to the western side of a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located and includes the waters on the west side of the containerport dock.

11. DOCK: The word "dock" means pier, quay, wharf or any structure alongside or out into the water, one end of which rests on any interior or exterior point of the maritime zone in such a form as to facilitate the traffic of passengers and cargo between the vessel moored to said structure and the land.

12. EXPLOSIVES: The word "explosives" shall mean any substance or material which, upon taking fire or being detonated, can produce gases capable of tearing or bursting with noise or violence, the wrapping or container of such substance, but does not include petroleum, petroleum products, solid or liquid fuel for vessels.

13. HARBOR: A harbor is any part of the coast where a vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, whether directly to or from the shore or by means of other vessels.

14. HESS CHANNEL: The words "Hess Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Lime Tree Bay Channel).

15. HOVIC: The word "Hovic" shall mean Hess Oil Virgin Islands Corp.

16. HOVIC TERMINAL: The words "Hovic Terminal" shall mean the Hess Oil Virgin Islands Corp. Oil Refinery Marine Terminal Facility at the northern end of the Hess Channel.

17. KRAUSE LAGOON CHANNEL: The words "Krause Lagoon Channel" shall mean the channel connecting the sea with the Martin Marietta Terminal, (Port Alucroix).

18. LIME TREE BAY CHANNEL: The words "Lime Tree Bay Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Hess Channel).

19. MARITIME ZONE: The words "Maritime Zone" shall mean the designated area adjacent to any dock or landing place on which passengers and cargo are assembled or stored in the process of transportation.

20. MARTIN MARIETTA ALUMINA TERMINAL: The words "Martin Marietta Alumina Terminal" shall mean the Marine Terminal Facility of the alumina processing plant at the northern end of the Krause Lagoon Channel. (Port Alucroix).

21. MOORING: A vessel is considered moored when it has cast and fastened a cable or cables to any shore or dock or to another vessel so moored which will hold it and not allow it to detach itself therefrom for a greater distance than the length of the cables, although it may also be using an anchor as a support in another direction.

22. MOTORBOAT: The word "motorboat" shall mean any vessel, not more than 65 feet in overall length, propelled by machinery, whether or not such machinery is the principal source of propulsion.

23. MOTOR SHIP: The words "motor ship" shall mean and include any vessel whose overall length is over 65 feet and is propelled by an internal combustion engine.

24. MOTOR VESSEL: The words "motor vessel" shall mean any sea-going cargo vessel propelled by internal combustion machinery and having an overall length not exceeding 65 feet.

25. PILOT: The word "Pilot" shall mean the person with a current license, issued by the United States Coast Guard, or a current license issued by the Authority, to act as such pilot in the harbor/harbors or port/ports designated in the license.

26. PILOT SERVICE - AUTHORITY: The words "Pilot Service - Authority" shall mean the pilot service rendered to a vessel by an Authority Pilot.

27. PILOT SERVICE - HOVIC: The words "Pilot Service - Hovic" shall mean the pilot service rendered to a vessel by a Hovic Pilot.

28. PORT: A port is any part of the coast where a vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, and the place of entry or clearance of a vessel by the United States Customs.

29. PORT ALUCROIX: The words "Port Alucroix" shall mean Martin Marietta Alumina Terminal.

30. PRIVATE DOCK: The words "private dock" shall mean any dock or landing place, other than public, to which access is controlled or restricted by a private owner.

31. PUBLIC DOCK: The words "public dock" shall mean any dock or landing place owned by the United States or Virgin Islands Government or any instrumentality thereof and to which Public access is controlled or restricted by the government or its instrumentality.

32. SHIPS STORES: The words "ships stores" shall mean all goods, supplies, fittings and equipment owned by the vessel for consumption and use in the operation of the vessel.

33. SPRINGING A CABLE: A vessel at anchor has sprung a cable when it casts a supporting cable in any direction in order to retain a certain position and fastens it to an anchor or other place. Should such supporting cable be attached to a dock or any other point of the coast, then the vessel is considered moored to the point where its cable is fastened to the dock or shore.

34. STEAM VESSEL (STEAMER): The words "steam vessel" shall include any vessel whose overall length is over 65 feet and is propelled by steam.

35. TANKER: The word "tanker" shall mean any vessel whose overall length is over 65 feet, designed to carry liquids or compressed gas cargo and is self-propelled.

36. TUGBOAT: The word "tugboat" shall mean a vessel whose overall length is over 65 feet, propelled by machinery, and whose function is to relocate other vessels by pulling or pushing.

37. VESSEL: The word "vessel" includes every description of watercraft or other artificial contrivance other than a seaplane on the water, used or capable of being used as a means of transportation.

38. VESSEL UNDER WAY: A vessel is "under way" when she is not at anchor or made fast to the shore, or aground or moored to another vessel not under way.

A-9 LIME TREE BAY & CHANNEL

I. RESTRICTED USE

Only vessels inbound to or outbound from the Hovic Terminal may use the Lime Tree Bay Channel; all other vessels shall remain clear of the channel, except in case of an emergency and then only as provided in A-21. Both the Hovic and Authority Marine Managers must mutually agree that a state of emergency exists before the Lime Tree Bay Channel can be used by outside traffic.

II. PILOT BOARDING STATION

Every vessel using this channel must engage the services of a Hovic Pilot, who will board the vessel approximately two and one-half miles southeast from the seabuoy. No inbound vessel shall approach the seabuoy within a distance of two and one-half miles without a Hovic Pilot being on board.

III. HARBOR CREW REQUIRED

All vessels while moored at the terminal shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels while at the Hovic Terminal shall be operated in accordance with the Hovic/Lime Tree Bay Terminal Regulations.

A-10 KRAUSE LAGOON CHANNEL, NORTH SECTION TO PORT ALUCROIX

I. CHANNEL USE

All vessels inbound to or outbound from Port Alucroix, shall only use the Krause Lagoon Channel, except in case of an emergency and then only as provided in A-9 & A-21.

17CN
7-10

SECTION
7-11

KRAUSE LAGOON CHANNEL
The constricting depth at mean low water was 35' for a width of 300 feet from the entrance to the turning basin, thence 35' in the turning basin, and thence 35' feet for a width of 300 feet to the head of the privately imbedded project.

HESS/HOVIC
CLEARING

PUBLIC ROCK

RESTRICTED TO HOVIC

CLUB FIELD

CLUB FIELD

Congorjen Bay

SECTION
A-9

A-9 & A-21

EMERGENCY ONLY
Restricted: vessels in this area must be under guidance of Hovic Pilot and Hovic controlled tugs.

17°41'

II. PILOT BOARDING STATION

Every vessel using this channel shall engage the services of a pilot who will board the vessel approximately two and one-half miles south of the Martin Marietta Alumina seabuoys #1 and #2. No inbound vessel shall approach these seabuoys without a pilot on board.

III. HARBOR CREW REQUIRED

All vessels, while moored, shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels, while at Port Alucroix, shall be operated in accordance with the Alucroix Terminal Regulations.

A-11 KRAUSE LAGOON CHANNEL, SOUTH SECTION TO CONTAINERPORT AND WATERS CONNECTING LIME TREE BAY CHANNEL AND KRAUSE LAGOON CHANNEL (CONTAINERPORT CHANNEL)

I. CHANNEL USE

For purposes of fire prevention and public safety, all vessels inbound to or outbound from the Containerport public dock shall only use the Krause Lagoon Channel to enter from the sea or when leaving to the sea. The use of the Lime Tree Bay Channel is prohibited to Containerport traffic, except in case of an emergency and then only as provided in A-9 and A-21.

II. PILOTAGE

All vessels inbound to or outbound from the Containerport public dock, of and above 100 gross registered tons, must engage or pay for the services of an Authority Pilot, in order to enter, leave or shift berth in this harbor, provided that public vessels duly commissioned by the United States

or a foreign government, pleasure yachts and other vessels exempted from pilotage shall not be subject to the foregoing requirement unless such vessels request and receive the services of a pilot. The Authority Marine Manager, in his discretion, may require a vessel of less than 100 gross tons to engage and pay for the services of a pilot. All vessels of any nationality or tonnage shall have a pilot on board at all times while the vessel is under way and has on board dangerous or explosive cargo.

III. HARBOR CREW REQUIRED

All vessels, while moored, shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels moored at the public dock shall be operated in accordance with the Authority Containerport Terminal Regulations.

A-12 ANCHORING

No vessels shall anchor off the south coast of St. Croix within the area from the shore to the 100 fathom curve and a distance of 3 miles east or west of Lime Tree Bay Channel. Within the inner connecting waters between Lime Tree Bay Channel and Krause Lagoon Channel (Containerport Channel), no vessel may anchor without the service of an Authority Pilot or written permission from the Authority Marine Manager, and then only in such manner as not to hinder or interfere in any way with the clear passage of marine traffic.

A-13 SWIMMING

Swimming is prohibited in these waters.

A-14 SPARKS AND EXCESSIVE SMOKE

All steam and motor powered vessels, while within these waters must take all precautions to avoid the issue of sparks or excessive smoke and shall be held liable for any damages resulting therefrom.

A-15 READINESS OF VESSEL

Every vessel, while within the Containerport harbor, shall not disable its boiler or main engines or otherwise be rendered inoperative except on specific written permission from the Authority Marine Manager.

A-16 DISPLAY OF FLAG

Between sunrise and sunset every vessel entering or leaving or when under way in the harbor, shall fly its national flag. Vessels of foreign registry shall, in addition, fly the flag of the United States at the foremast. Every vessel entering the harbor during the hours of darkness shall fly such flag for at least two (2) hours the following morning.

A-17 OBSTRUCTION OF FAIRWAYS BY FISHERMEN OR OTHERS

Fish nets, fish traps or any obstruction to navigation are prohibited in any of the passages, channels, entrances to harbors, or in those places where, in the opinion of the Authority or Hovic Marine Manager, such nets, fish traps, or other obstructions may interfere with navigation, and it shall be the duty of the owners or persons responsible therefor, to remove them immediately upon notice from the Authority or Hovic Marine Manager. For the safety of

navigation, the Authority or Hovic Marine Manager may remove such obstructions immediately, if they deem it necessary.

A-18 FIRES

In case of fire on board, all masters of vessels shall render such assistance as may be in their power. Five (5) prolonged blasts on the ship's whistle will indicate that there is a fire on board and that immediate assistance is required. A vessel without a whistle shall use all other means available to attract attention to its condition.

A-19 APPLICABILITY OF RULES AND REGULATIONS

All Marine Rules and Regulations of the Virgin Islands Port Authority for governing and operations of the harbors and ports of the United States Virgin Islands apply in conjunction with this Sub-Section "A" and, where not in agreement, the Rules and Regulations of this Sub-Section "A" shall take precedence in the area where the Sub-Section "A" Rules and Regulations apply.

A-20 RADIO COMMUNICATION

Commercial radio station WAH is located in St. Thomas and its antenna is on the mountain. The hours of operation are from 06:00 to 21:00 AST. Ships within 100 miles of St. Thomas may call on VHF Channel 16 and communicate on Channel 28. For distances over 100 miles, WAH may be contacted on the 2 mhz band. It monitors 2182 khz and its working frequencies are 2009 khz (receive) and 2506 khz (transmit), either single or double sideband.

A-21 EMERGENCY USE OF LIME TREE BAY CHANNEL

a. Should any obstruction block the south end of the Krausé Lagoon Channel so as to prevent the passage of

between the sea and Port Alucroix or the Containerport public dock, or in the event of a sudden, unforeseen occurrence which threatens to cause property damage, personal injury or death, vessels may enter or exit via the Lime Tree Bay Channel, provided the vessel is under the guidance of a Hovic Pilot and using Hovic controlled tugs and provided further that all the requirements of A-9 (1) have been complied with.

b. Arrangements for the use and payment of the Hovic Pilot and tugboat service must be made in advance when inbound, before the vessel may approach from seaward within two and one-half miles of the entrance seabouy of Lime Tree Bay Channel; and, when outbound, before the vessel may proceed east of a line running southward, being the extension of the centerline from the southern face of the extended pier on which the Containerport public dock is located.

A-22 PENALTIES

With respect to the south coast harbors of St. Croix, and approaches thereto including all waters which are now or may hereafter be under their jurisdiction, if the master or person in charge of any vessel, or any other person, shall violate any provision of this Sub-Section "A", he shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, be punished by a fine of \$3,000 and in the discretion of the court by imprisonment not exceeding 30 days.

A-23 AMENDMENT, REPEAL AND/OR MODIFICATION

This Amendment - Sub-Section "A" shall not in any way be, in whole or in part, amended, repealed and/or modified except by mutual agreement of the Authority and Hovic.